



RFP No: CSCC 2015

INVITATION: Sealed proposals, subject to the attached conditions, will be received at this office until **June 29, 2015, 3:00 P.M. Central Time** for the acquisition of the product/services described below for the Mississippi Department of Human Services, Division of Field Operations.

Customer Service Call Center 2015

The Vendor must submit proposals and direct inquiries to:

Jacob Black
Attorney, Office of the Executive Director
MDHS
750 N. State Street
Jackson, MS 39202
601-359-4458
Jacob.black@mdhs.ms.gov

To prevent opening by unauthorized individuals, all copies of the proposal must be sealed in the package. The following must be clearly typed on a label affixed to the package in clearly visible location:

PROPOSAL, SUBMITTED IN RESPONSE TO
RFP No: CSCC 2015
Due: June 29, 2015 @ 3:00 P.M., CT.
ATTENTION: Jacob Black

Richard A. Berry
Executive Director, MDHS

Table of Contents

Section I. General Overview and Background	P. 6
Section II. Proposal Submission Requirements	P. 9
Section III. Proposal Format and Content Instructions	P. 14
Section IV. Proposal Guidelines	P. 20
Section V. Scope of Services	P. 22
Section VI. Performance Standards	P. 38
Section VII. Liquidated Damages	P. 39
Section VIII. Proposal Evaluation/Post-Award Debriefing	P. 42
Section IX. Proposal Exceptions	P. 44
Section X. Terms and Conditions of Resulting Contract	P. 46
Proposal Exception Summary Form	Exhibit A
MDHS Standard Contract	Exhibit B
Prospective Contractor’s Representation Regarding Contingent Fees	Exhibit C

Definitions

Abandoned Call: A call which has been received by the communication network or telephone system but is terminated by the originator of the call before it is answered either electronically or by a live person.

Automatic Call Distributor (ACD): A specialized phone system designed to route incoming calls to all available Customer Service Representatives (CSR's) to evenly distribute calls.

Automatic Number Identification (ANI): A feature of a telecommunications network for automatically determining the origination telephone number on incoming calls.

Business Day(s): The official working days of the week to include Monday through Friday. Official working days exclude State Holidays.

Call-back: A call-back occurs when the CSR cannot readily answer or provide the requested information while speaking with the client. Therefore, the CSR will arrange a call-back at a later date and time with the caller.

Call Center: The people and supporting technology necessary to provide the scope of services described in this RFP to Child Support, SNAP, and TANF clients for the State of Mississippi.

Case: An open file within the MDHS system whether the person is receiving benefits or has applied for them.

Central Office: The Mississippi Department of Human Services central office located at 750 N. State St., Jackson, MS, 39202.

Child Support Enforcement Program Manual: Refers to the Policy and Procedure Manual for the IV-D program.

Child Support: Money paid by a parent for the financial support of a minor child.

Client: A person MDHS conducts business with for purposes of child support, SNAP, TANF, DFCS, or Aging and Adult Services. Includes the CP and NCP as well as employers, attorneys and other stakeholders.

Contract: The agreement which results from this RFP between the selected Vendor and the Mississippi Department of Human Services.

Contract Commencement: The date the contractor begins providing services to MDHS under this contract. This does not include the transition work prior to the start of the contract.

Contractor: The organization or individual providing services to MDHS in accordance with the terms of the Contract which results from this RFP.

Correspondence: Inquiry received/response sent via postal mail, fax or email

CP: Custodial Parent

CRM: Customer Relations Management System

CSE: Child Support Enforcement as designated by Title IV-D of the Social Security Act.

CSENet: Child Support Enforcement Network (CSENet) facilitates the electronic transfer of child support information among state child support systems.

CSC: The Customer Service Center, also known as the Call Center, that supports Child Support, SNAP, and TANF scope of services as described in this RFP.

CSR: The Customer Service Representative who works in the Customer Service Center providing services under this contract.

DFCS: MDHS, Division of Family and Children Services.

DFO: The Division of Field Operations within the Mississippi Department of Human Services.

EA: Division of Field Operations, Economic Assistance.

Federal Data Reliability Audit: *see* 45 CFR 305, et seq.

Go-Live Date: The date when the Contractor must begin providing all services required by this RFP.

IV-A: Refers to the TANF program authorized in the Social Security Act (Title IV-A).

IV-D: Refers to the Child Support Enforcement authorized in the Social Security Act (Title IV-D).

IV-E: Refers to the Foster Care program authorized in the Social Security Act (Title IV-E).

IVRS: A system that allows clients to call into an automated account inquiry process that provides information based on responses to prompts. The IVRS shall be bilingual – English and Spanish.

Key Personnel: Staff that is considered essential to the CSC as listed in Section 5.2.3 as well as staff identified in the Contractor's technical proposal.

MAVERICS: Computer application system for SNAP and TANF.

MACWIS: Computer application system for DFCS.

MDHS: The State of Mississippi, Department of Human Services referred to in this RFP document as “MDHS”.

METSS: Computer application system for Child Support.

NCP: Non-Custodial Parent.

Non-TANF: CSE services provided on behalf of children not receiving TANF benefits.

Notice to Proceed Date: The date MDHS will notify the vendor that the final approvals from the state-wide procurement bodies have been obtained and the contractor can proceed with preparation for provisioning services under the new contract.

NSPARC: Department of Mississippi State University that is working to build MDHS a new system that will handle all departments and communicate as one system.

PSCRB: Personal Service Contract Review Board

Script: IVR Script: Pre-defined written words and sentences or standard messages recorded in the IVR to be delivered as interactive questions and answers to guide clients on the phone.

Call Script: A dialog scenario to be used in a telephone interaction situation. It is written words or standard messages to be delivered to a client on the phone by a CSR.

SDU: State Disbursement Unit (formerly known as CRDU).

Service Commencement Date: The date the new contractor begins provisioning services under this contract. The Customer Service Center must be fully in place and performing the work.

SNAP: Supplemental Nutrition Assistance Program

TANF: Temporary Assistance to Needy Families, (replaced AFDC).

Transition: The period of time from the award of Contract to the operational date for services.

Transition Start Date: The date Transition will start.

Turnover: Refers to requirements committed to by the Contractor to achieve continuation of child support services until MDHS or a successor Contractor can assume those services either

at the end of the contract term, loss of funding, or termination of the contract by the MDHS. This also includes the development of an orderly plan to transfer operations to the MDHS or a successor Contractor.

Vendor: A legally qualified corporation, partnership, sole proprietor, or other entity submitting a proposal to MDHS pursuant to this RFP.

SECTION I GENERAL OVERVIEW AND BACKGROUND

1.1 Overview

The purpose of this Request for Proposals (RFP) is to solicit written proposals for the contracting of a qualified Vendor who can most effectively and cost efficiently provide customer service call center services to the Mississippi Department of Human Services (hereinafter referred to as "MDHS"), an agency of the State of Mississippi.

1.2 Mandatory Letter of Intent:

Vendors shall notify MDHS of their intention to submit a proposal under this announcement. The Letter of Intent must be received by **June 19, 2015, 3:00 P.M., Central Time.** The Letter of Intent can be hand-delivered to the attention of Jacob Black at 750 North State Street, Jackson, Mississippi 39202, mailed to Post Office Box 352, Jackson, Mississippi 39205-0352 or emailed to Jacob.black@mdhs.ms.gov.

The Letter of Intent must include:

- 1) The title of this RFP
- 2) The Vendor organization name
- 3) DUNS number
- 4) Vendor address
- 5) One (1) to two (2) sentences stating that the Vendor's organization intends to submit a proposal
- 6) Vendor's personnel contact name, address, phone number, fax number, and email address.

Failure to provide any or all of the above information may result in rejection of the Letter of Intent at the discretion of MDHS.

1.3 Background

The Mississippi Department of Human Services strives to provide services to needy families in order to provide a better future for the individual as well as improving the state of Mississippi. MDHS is comprised of many different divisions such as DFO, DFCS, Aging and Adult services, etc. It is the goal of MDHS to improve our customer service through the use of a customer service call center. DFO currently has approximately two hundred ninety three thousand seven hundred and seventeen (293,717) SNAP cases, two hundred eighty two thousand eight hundred and ninety one (282,891) child support cases and six thousand six hundred and ninety four (6,694) TANF cases as part of the Division of Field Operations. DFCS has approximately four thousand nine hundred and seventy eight (4,978) children in custody, six hundred and seventy three (673) Relative Licensed Resource Family Homes, eight hundred sixty six (866) Non-Relative Licensed Resource Family Homes, three thousand seven hundred and fifty three (3,753) open investigations in the state, six hundred and sixty three (663) Families in Prevention Cases, and two thousand (2000) Protection Cases. Additionally the Division of Aging and Adult Services receives approximately 100 calls per week pertaining to services provided to the Aging population.

The current Call Center for MDHS is responsible for taking calls related to Child Support, answering questions that can be answered based on the information that is located on MDHS systems, and sending messages to the workers for all inquiries that cannot be answered by the call center. The Call Center receives approximately three hundred thousand (300,000) calls per month, approximately one hundred thousand (100,000) of which are answered by a CSR. Additionally the Call Center answers inquiries from the Attorney General's office regarding arrearage on cases and processes some mail.

The new Call Center Vendor will be responsible for working with NSPARC, a division of Mississippi State University, to build a system that will interface with METSS, MAVERICS, and MACWIS to obtain the information that is needed to answer inquiries from callers as well as building a system that will track the call center operations in real time and that can be integrated with the new MDHS system that is being designed and built by NSPARC.

1.4 Vision for the Future

MDHS plans to make significant changes to the technical environment over the life of this contract. Currently MDHS operating systems are mainframe systems with batch updates nightly. The vision for the future is for NSPARC to create a system that will reduce complexity and redundancy by migrating all programs and case management functionality to two distinct but interconnected major components. The first component, MDHSONe, fulfills an administrative function within the agency and is role-based. The second component, myMDHS, is a client-facing, self-service web and mobile portal that provides a central point for agency clients to access account information, including notices and status changes.

MDHSONe will handle enrollment, eligibility, case management, service delivery, and reporting. All agency programs will be realized as modules that are built on the MDHSONe framework (METSS, MAVERICKS, MACWIS, etc.). Systems outside of MDHSONe can interact with it via real-time web service calls or batch file transfers. This modular architecture provides the benefits of centralized governance but with flexibility that is expected of a service-oriented architecture. A staff-facing web portal provides the front end of the application, including dashboard-style analytics and inline search capabilities.

SECTION II PROPOSAL SUBMISSION REQUIREMENTS

The objective of the Proposal Submission Requirements section is to provide Vendors with the information required to submit a response to this Request for Proposal (RFP). A Vendor who has responded to previous RFP's issued by MDHS should not assume that the requirements are the same, as changes may have been made.

2.1 Submission of Proposal

2.1.1 This RFP is issued by the Mississippi Department of Human Services, Division of Field Operations. Jacob Black is the sole point of contact from the date of release of this RFP until the selection of the successful Vendor, if any.

2.1.2 The proposal shall be submitted and received at the address listed on the front page of this RFP, no later than **June 29, 2015, 3:00 P.M. Central Time**. Any proposal(s) received after 3:00 P.M. Central Time will not be evaluated. Responsibility for the arrival time of the proposal shall be with the Vendor. **NO FAXED OR E-MAILED PROPOSALS WILL BE ACCEPTED.**

2.1.3 The proposal must be submitted as follows:

2.1.3.1 Mailing or hand delivering one (1) original and four (4) copies of the proposal. The original proposal and four (4) copies each must be submitted in a 3-ring binder for a total of five (5) binders, delivered in one sealed package or envelope, and each individual binder labeled with the name of the Vendor and the RFP No: CSCC 2015, **AND**

2.1.3.2 Mailing or hand delivering the full proposal and all attachments on a USB Flash Drive labeled with the name of the Vendor and the RFP No: CSCC 2015.

2.1.4 All submitted proposals will become the property of MDHS who shall retain the right to use all ideas and concepts presented in the proposals.

2.2 Validation of Proposal

2.2.1 Vendor must state in proposal that such proposal is valid for a six (6) month period beginning on the date following the date of opening.

2.3 Communication with State

- 2.3.1 From the issue date of this RFP until a Vendor is selected and the selection is announced, proposers or their representatives may not communicate, either orally or in writing regarding this RFP with any statewide elected official, state officer or employee, member of the legislature or legislative employee except as noted herein. To ensure equal treatment for each responding Vendor, all questions regarding this RFP must be submitted in writing to the State's contact person for the selection process, and not later than the last date for accepting responding Vendor questions provided in this RFP. All such questions will be answered officially by the State in writing. All such questions and answers will become addenda to this RFP, and will be posted to the MDHS web site. Vendors failing to comply with this requirement will be subject to disqualification.
- 2.3.2 The State's contact person for the selection process is: Jacob Black, Attorney, Office of the Executive Director, 750 N. State St., Jackson, MS 39202, 601-359-4458, jacob.black@mdhs.ms.gov.
- 2.3.3 Vendor may consult with State representatives as designated by the State's contact person identified in 2.3.2 above in response to State-initiated inquiries. Vendor may consult with State representatives during scheduled oral presentations and demonstrations.
- 2.3.4 Discussions may be conducted by the State with Vendors who submit proposals determined to be reasonably susceptible of being selected for Contract award; however, proposals may be accepted without such discussions.
- 2.3.5 All written questions by the Vendors following receipt of the RFP must clearly identify the specified paragraph and must be received by mail, hand delivery, or email by **June 12, 2015, 3:00 P.M. Central Time**.

2.4 Award or Rejection

- 2.4.1 All qualified proposals will be evaluated and one (1) award shall be given based upon which proposal will be most advantageous and in the best interest of MDHS in regards to price, quality of service, and other factors considered by the State. All contracts are subject to the availability of funds. **MDHS RESERVES THE RIGHT TO REJECT ANY OR ALL PROPOSALS IF DOING SO IS DETERMINED TO BE IN THE BEST INTEREST OF MDHS.**
- 2.4.2 It is MDHS' intent to award one (1) single contract; however, MDHS reserves the right to make multiple awards.

2.4.3 No Vendor may assume he/she has been awarded a contract until it is approved via the signature of the MDHS Executive Director.

2.5 Procurement Project Schedule

MDHS reserves the right to adjust this schedule as it deems necessary.

Task	Date
First Advertisement Date for RFP	May 26, 2015
Second Advertisement Date for RFP	June 2, 2015
Receive questions for Clarification	June 12, 2015, 3:00 P.M. CT
Respond in Writing to Clarification	June 15, 2015
Mandatory Letter of Intent	June 19, 2015, 3:00 P.M. CT
Proposals Due	June 29, 2015, 3:00 P.M. CT
Open Proposals	June 30, 2015
Begin Evaluation of Proposals	June 30, 2015
Oral Presentations (if MDHS determines these are required)	July 9, 2015
Notification of Award	July 13, 2015, 3:00 P.M. CT
Contract Negotiations	July 13 to July 27, 2015
PSCRB Meeting Date	September 2015
Notice to Proceed Date	September 2015
Transition Period	October 2015 to December 31, 2015
Proposed Contract Start Date/Service Commencement Date	January 1, 2016
Proposed Period of Performance	January 1, 2016 – December 31, 2018
Optional Renewal Period #1	January 1, 2019 – December 31, 2019

Optional Renewal Period #2	January 1, 2020 – December 31, 2020
----------------------------	--

2.6 Authority to Contract

Contractor warrants: (a) that it is a validly organized business with valid authority to enter into this agreement; (b) that it is qualified to do business and in good standing in the State of Mississippi; (c) that entry into and performance under this agreement is not restricted or prohibited by any loan, security, financing, contractual, or other agreement of any kind, and (d) notwithstanding any other provision of this agreement to the contrary, that there are no existing legal proceedings or prospective legal proceedings, either voluntary or otherwise, which may adversely affect its ability to perform its obligations under this agreement.

SECTION III

PROPOSAL FORMAT AND CONTENT INSTRUCTIONS

The following instructions describe the minimum information that the proposal shall contain. These instructions have been designed to ensure the submission of essential information to allow evaluation of the proposal. Vendors may include additional information deemed pertinent. All proposals must be bound and may not exceed two hundred (200) pages. Vendor responses contained in their proposal shall correspond to the order and numbering scheme contained in this RFP. An “acceptable” proposal is one the State, at its sole discretion, finds to have followed the required order and content contained herein, all other proposals not following the required order and content will be found to be “unacceptable”.

Proposals must conform to all instructions, conditions, and requirements included in the RFP. Prospective Vendors are expected to examine all documentation and other requirements. Failure to observe all terms and conditions in completion of the proposal will be at the Vendor's risk and may, at the discretion of MDHS, result in disqualification. Each proposal must be signed by an official authorized to obligate the organization.

List names, positions, and phone numbers of all parties authorized to enter negotiations of said proposal/contract.

Evidence of adequate financial stability is a prerequisite to the award of a contract regardless of any other consideration. The State reserves the right to request any additional information to assure itself of a Vendor's financial status.

3.1 Content (May not exceed two hundred (200) pages)

3.1.1 Cover Letter:

The cover letter must describe the Vendor's approach to the delivery of the scope of services, and provide MDHS with an understanding of the entire process. The letter must also indicate the name, title, address, and telephone number of the Vendor's authorized contract representative. The letter must be signed by the person authorized to represent the Vendor. The cover letter must be no more than two (2) pages, and must define the company's approach, rather than reiterate the RFP.

3.1.2 The proposal shall contain:

- 3.1.2.1 The name of the Vendor, the location of the Vendor's principal place of business and, if different, the place of performance of the proposed contract;
- 3.1.2.2 The age of the Vendor's business and average number of employees for the past five years;
- 3.1.2.3 The abilities, qualifications, and experience of all persons who would be assigned to provide the required services;
- 3.1.2.4 A listing of other contracts under which services similar in scope, size, or discipline to the required services were performed or undertaken within the past five years; and,
- 3.1.2.5 A plan giving as much details as is practical explaining how the services will be performed.
- 3.1.3 Proposals must be clear and direct, providing a straightforward, concise description of the Vendor's capabilities to fulfill the requirements of the RFP. Emphasis should be on completeness and clarity of content.
- 3.1.4 The Vendor shall thoroughly review the RFP in order to provide complete and accurate information in the response, specifications, conditions and terms identified within this RFP. The responses must include sufficient data to allow the State's evaluation committee to verify the experience, capability, and qualifications of the Vendor, as well as the cost effectiveness of the proposal.
- 3.1.5 Informalities and Irregularities

MDHS has the right to waive minor defects or variations of a proposal from the exact requirements of the specifications that do not affect the price, quality, quantity, delivery, or performance time of the services being procured. If insufficient information is submitted by a proposer with the proposal for MDHS to properly evaluate the proposal, MDHS has the right to require such additional information as it may deem necessary after the time set for receipt of proposals, provided that the information requested does not change the price, quality, quantity, delivery, or performance time of the services being procured.
- 3.1.6 Rejection of proposals

Proposals which do not conform to the requirements set forth in this RFP may be rejected by MDHS. Proposals may be rejected for reasons which include, but

are not limited to, the following:

- 1) the proposal contains unauthorized amendments to the requirements of the RFP;
- 2) the proposal is conditional;
- 3) the proposal is incomplete or contains irregularities which make the proposal indefinite or ambiguous;
- 4) the proposal is received late;
- 5) the proposal is not signed by an authorized representative of the party;
- 6) the proposal contains false or misleading statements or references; and,
- 7) the proposal does not offer to provide all services required by the RFP.

3.2 Vendor Organizational Support and Experience

The following section of the Vendor's proposal must contain all pertinent data relating to the Vendor's organization, personnel and experience that would substantiate the qualifications and capabilities of the Vendor's company to perform the services described herein.

3.2.1 Experience in the Field: Vendor must provide information as to its background and experience in providing customer service call center services for SNAP, TANF, Child Support, DFCS, Aging and Adult services, or other similarly related areas. For each customer service call center reference, vendor must provide the number of seats, the current mix of full and part-time staffing, the call center organizational structure, the ratio of agents to supervisors, the number of clients or cases served out of the facility, and the average and peak number of calls handled per day.

Vendor must submit a contact/reference name, phone number, and address for each and every state for which Vendor has worked in the last five (5) years.

Vendor must also include the nature, scope, and cost of these services provided to each and every state for which Vendor has worked in the last five (5) years.

3.2.2 Organization Size and Structure: Give the location of the Vendor's principal office and the number of executive and professional personnel employed at this office.

Provide names, addresses, and telephone numbers of three (3) state agencies and/or business contacts/references including key individuals within those organizations who have utilized the Vendor's services for providing the same or similar services requested in this RFP. These contacts shall have taken place no longer than twelve (12) months preceding the submission of this RFP.

If incorporated, the name of the state of incorporation shall be included. **(Note:**

In order to execute a contract, the Vendor's company must be licensed in the State of Mississippi on or before the date of Contract execution).

Vendor must divulge any and all information regarding its status as a defendant in any lawsuit involving providing expertise and technical assistance or other type consulting services other than as expert witnesses. The Vendor(s) must set forth the type of litigation, date and location of filing, and the disposition thereof. This requirement includes litigation against the business and its individual employees.

- 3.2.3 Subcontractor Background Information: Vendor must provide the same information as requested in section 3.2.1 and 3.2.2 above for each subcontractor whom the Vendor proposes to perform any of the functions under this RFP.

The Contractor acknowledges that if it is selected, it will have been selected by the State to perform the services required hereunder based, in part, upon the Contractor's special skills and expertise. The Contractor shall not assign, subcontract, or otherwise transfer this agreement, in whole or in part, without the prior written consent of the State, which the State may, in its sole discretion, approve or deny without reason. Any attempted assignment or transfer of its obligations without such consent shall be null and void. No such approval by the State of any subcontract shall be deemed in any way to provide for the incurrence of any obligation of the State in addition to the total fixed price agreed upon in this agreement. Subcontracts shall be subject to the terms and conditions of this agreement and to any conditions of approval that the State may deem necessary. Subject to the foregoing, this agreement shall be binding upon the respective successors and assigns of the parties.

MDHS shall, throughout the life of the Contract, have the right of reasonable rejection and approval of staff or subcontractors assigned to the work by the Contractor. If the MDHS reasonably rejects staff or subcontractors, the Contractor must provide replacement staff or subcontractors satisfactory to the MDHS in a timely manner and at no additional cost to the MDHS. The day-to-day supervision and control of the Contractor's employees and subcontractors is the sole responsibility of the Contractor.

- 3.2.4 Qualifications of Staff: Identify the executive and professional personnel who will manage and implement this project, their duties and responsibilities and how long the individual has been providing customer service for SNAP, TANF and Child Support or similar type consulting services.

Vendor shall include a statement assuring that none of the owners, directors,

officers nor employees of its company are currently employed by MDHS, nor have been employed by MDHS within the last twelve (12) months prior to this proposal.

3.2.5 Vendor's Financials

Vendor must attach a copy of the last two (2) years audited financial statements complete with the notes and opinion letter from applicant's auditor and/or other proof, acceptable to MDHS, of financial responsibility.

In order to assure financial responsibility in performing the requirements of this RFP, MDHS reserves the right to require a current financial statement prepared and certified by an independent auditing firm.

Vendors, including the parent corporation of any subsidiary corporation submitting a response, must include in their proposal evidence of financial responsibility and stability for the performance of the contract resulting from this RFP.

The state reserves the right to request any additional information to assure itself of Vendor's financial status.

In the event that a Vendor is either substantially or wholly owned by another corporate entity, the proposal must also include the most recent detailed financial report of the parent organization, and a written guarantee by the parent organization that it will unconditionally guarantee performance by the Vendor of each and every term, covenant, and condition of such contract as may be executed by the parties.

Disclose if and when it has filed for bankruptcy within the last seven years under its name or the sole proprietor's name in a related business. For Vendors that are partnerships or corporations, Vendor must disclose whether any of its principals, partners or officers have filed bankruptcy within the last seven years in a related business.

Disclosure of any company restructurings, mergers, and acquisitions over the past 3 years that have impacted any products or services the Vendor has included in this proposal.

3.3 The following response format shall be used for all submitted proposals:

3.3.1 Cover Letter: as detailed in 3.1.1.

3.3.2 Vendor Organizational Support and Experience: as detailed in 3.2.

3.3.3 Proposal: Describe in detail how the services described in Section V will be provided. Include a description of major tasks and subtasks.

3.3.4 Acceptance of Conditions: Indicate any exceptions taken to the requirements and conditions contained in this RFP, as detailed in Section IX.

3.3.5 Additional Data: Provide any additional information that will aid in evaluation of the response.

3.3.6 Cost Data: as detailed in 6.6.

The outline of the proposal shall follow the following:

Section #	Content	X-Ref to RFP Section
1	Cover Letter	3.1.1
2	Scope of Services, Approach to Performing the Work, Draft Implementation Plan and Facility	3.1.2.5, 4.6, V.
3	Company Qualifications and Capabilities including subcontractor information	3.1.2.1, 3.1.2.2, 3.1.3, 3.2.1, 3.2.3
4	Proposed Team/ Resumes/Qualifications of Personnel	3.1.2.3, 3.2.4
5	References	3.1.2.4, 3.2.1, 3.2.2
6	Technology and Reports	5.3, 5.6
7	Financial	3.2.5
8	Transition Plan	5.7,
9	<u>Acceptance of Conditions</u> : Indicate any exceptions taken to the requirements and conditions contained in this RFP	IX
10	<u>Additional Data</u> : Provide any additional information that will aid in evaluation of the response.	3.3.5
11	<u>Cost Data</u>	6.6

SECTION IV

PROPOSAL GUIDELINES

MDHS reserves the right to request clarifications or corrections to proposals; reject any and all proposals or cancel the RFP in its entirety at MDHS' sole discretion. Any proposal received which does not meet these general instructions or deviates from the terms and conditions herein may be considered to be "non-responsive" and MDHS, at its discretion, may invalidate the proposal.

4.1 Costs for Proposal Preparation

Any costs incurred by Vendor in preparing or submitting proposals are the Vendor's sole responsibility; Neither the State of Mississippi nor MDHS will reimburse any Vendor for any cost incurred.

4.2 Oral Explanation

MDHS will not be bound by oral explanations of instructions given at any time during the competitive process or after award.

4.3 Proprietary or other "Confidential" Information

Vendors may designate those portions of the proposals which contain trade secrets or other proprietary data which may remain confidential in accordance with Miss. Code Ann. §§25-61-9 and 79-23-1.

4.4 Competitive Offer

The Vendor who has submitted a proposal in response to this RFP thereby certifies that the proposal has not been arrived at collusively nor is it otherwise in violation of federal or Mississippi State antitrust laws.

4.5 Presentation

Oral presentations will not be allowed in lieu of a written proposal.

4.6 Implementation Plan

4.6.1 Vendors shall provide MDHS a draft implementation plan in the proposal response. Within 10 calendar days of Contract award, the awarded Vendor shall establish a final implementation plan with the cooperation of MDHS.

The draft plan shall include:

- 4.6.1.1 The activities required for implementation.
- 4.6.1.2 The activities required herein.
- 4.6.1.3 The schedule for implementation.
- 4.6.1.4 Roles and responsibilities for the implementation.
- 4.6.1.5 A description of the mechanisms for reporting status to MDHS, and coordinating and resolving issues related to the implementation.

SECTION V SCOPE OF SERVICES

5.1 Period of Performance

MDHS is seeking proposals which will lead to the establishment of a three (3) year contract, to begin on January 1, 2016 and end on December 31, 2018. MDHS shall have two (2) optional renewal periods, Optional Renewal #1 to begin on January 1, 2019 and end on December 31, 2019, and Optional Renewal #2 to begin on January 1, 2020 and end on December 31, 2020, following the initial three (3) year contract period, at the same terms and conditions included in this RFP and resulting Contract.

5.2 Purpose

This section outlines general and specific requirements that the Contractor will be expected to accomplish under the Contract. In addition to providing Customer support services, the Contractor shall perform all technical and management functions to plan, implement, operate, and manage the CSC. A minimum of ten (10%) percent of Contractor's CSRs shall be fluent in Spanish to meet the trend in inquiries made in Spanish. The Contractor must also have the ability to communicate in other languages as needed.

MDHS welcomes any and all innovative ideas and options to be included throughout the Vendor's responses to this RFP in addition to the requirements contained herein.

5.2.1. Contractor Operating Responsibilities

A. The Contractor shall ensure that the program requirements are administered equitably to all clients regardless of whether they currently receive public assistance, have received public assistance in the past, or have never received public assistance. Furthermore, the Contractor shall ensure that Child Support, SNAP, TANF, DFCS, and Aging and Adult services are provided with a high degree of effectiveness, ensuring performance measure increases, and a commitment to quality.

B. If the Vendor seeks references for other contracts or business such references may be sought only from the IV-D Director.

5.2.2 Services to Operate the Call Center for Child Support, SNAP, TANF, DFCS, and Aging and Adult Services. The Contractor shall be responsible to provide the following services:

5.2.2.1 Operate a Statewide Child Support, TANF SNAP, DFCS, and Aging and Adult Services Call Center, hereinafter referred to as the "Call Center" to handle customer service for all Title IV-D and Title IV-E cases within the DCSE and DFCS caseload. This unit will be responsible for developing complaint processing and resolution procedures, which will be submitted to MDHS for approval. The Call Center shall operate with the appropriate number of staff Monday through Friday of each week from the hours of 7:30 a.m. to 5:30 p.m. The

Contractor shall, unless otherwise negotiated with the MDHS, provide services each State business day excluding holidays officially recognized by the State or inclement weather emergencies declared by the Governor or MDHS. The Contractor's staff shall be available to assist clients continuously throughout the day, from opening until close of business, including the lunch hour. MDHS reserves the option of requiring extended hours of operation of Contractor offices as agreed upon between MDHS and Contractor. If such option is exercised it shall be at no additional cost to the MDHS. MDHS shall approve the operation schedule of the Contractor's offices. Office hours, which will create maximum accessibility to the clients, should be a fundamental part of the Contractor's operation. Any closure of the Contractor's office during a business day must be reported immediately to the MDHS, DFO Director or designee.

5.2.2.2 Provide complete answers to the Tier 1 level calls where the information can be obtained from the METSS, MAVERICS, MACWIS, or other MDHS data sources and provided to the caller to answer the caller's question on the first call.

5.2.2.3 Provide information to the caller about the status of the case, and where resolution of the issue is not possible on the call, document the area that the MDHS county or regional personnel need to investigate. Communicate realistic expectations to the caller, based on the nature of the next step needed, as to when to expect resolution of their issue and how they will be notified. Send an email to the appropriate county, according to MDHS policy and procedure, to request appropriate action. Track the emails sent and report the number of these escalations to MDHS.

5.2.2.4 The current MDHS approach allows for separation of responsibility for Child Support, SNAP, and TANF calls to be routed to different call center agents while calls that relate to DFCS and Aging and Adult services may be handled by any CSR. The vendor may recommend an approach where agents specialize in specific types of calls or where agents are cross-trained to accept any type of call. The vendor should clarify their recommended approach in their response.

5.2.2.5 Handle incoming fax and email correspondence on the following topics: The current MDHS call center receives and responds to email and fax inquiries from multiple sources within the State of Mississippi. These sources include but are not limited to the housing authority to verify SNAP benefits received, income of an individual that receives benefits from an MDHS program, and the amount of Child Support received by a custodial parent; Verify arrears obligation for lump sum payments for the Attorney General's office, for Social Security Administration (fax only), and TANF money that is owed to the State of Mississippi.

5.2.2.6 Handle incoming USPS mail on the following topics: It is MDHS' vision for the future that the Customer Service Call Center will receive and process all incoming mail for MDHS; however, MDHS' current operating system will not allow this. The processing of the mail will include but not be limited to receiving mail, scanning it to the proper system, updating any system that may need to be updated based on the incoming mail, etc. This function will be priced as a fixed price per addition supervisor and/or worker that is needed to complete this task and is offered to MDHS as only an option contract.

5.2.2.7 Evaluate monthly the sufficiency of the number of telephone lines installed and the number of CSRs available and provide a report to the State Project Manager. As call volumes increase, the Contractor shall install additional lines and/or equipment and add staff in order to meet Contract calls response timeliness requirements (at the Contractor's expense).

5.2.2.8 Provide appropriate number of staff to handle volume call loads according to the service levels.

5.2.4 Personnel

The CSC shall have dedicated personnel trained and qualified to meet the requirements of the RFP.

5.2.4.1 General CSR Requirements

The CSRs shall:

- A. Respond to Customer inquiries and requests for information, and provide status updates, guidance, and information as outlined and defined by MDHS state plan, policies and procedures.
- B. Access MDHS systems, interpret screens, update screens and enter Customer Case Logs in MDHS Systems.
- C. Communicate with State staff when necessary and forward Case and Customer information when necessary via e-mail or other electronic transmission for further processing.
- D. Accurately respond to inquiries in a professional and courteous manner and with a high degree of respect. If the initial response is found to be erroneous by the Contractor and/or MDHS, the CSR shall send a corrected response to the inquirer no later than one (1) Business Day of identification of the error via telephone or Correspondence. Responses are not accurate when the CSR fails to:
 - 1. Adhere to the Customer Service Scripts
 - 2. Provide accurate, complete information to Customers.
 - 3. Properly update all MDHS action log events and information.
 - 4. Properly redirect Customers.

5. Properly provide Customer Information.
 6. Mail requested materials within established time frames.
- E. Recognize trends of inquiries for referral to ‘no contact response’ by the responsible MDHS Administration, Child Support Office, TANF, SNAP, and DFCS offices, which occurs after an initial inquiry cannot be resolved by the CSR and must be sent to the appropriate MDHS Administration or office for resolution. A “follow up” complain in this instance results when a Customer has previously called, their inquiry has been referred to a MDHS Administration, Child Support, TANF, SNAP or DFCS Office, with the expectation that a response or update to the system action log will be forthcoming within two (2) Business Days, and the Customer calls back after the stated time, complaining of a lack of response. The CSR shall note these instances on a Contact Problem Report and send another inquiry regarding the complaining caller to the appropriate MDHS Administration or office and a supervisor. This report shall be submitted to the State Project Manager and the Director of Field Operations for MDHS on a monthly basis.
 - F. Receive and redirect calls for Aging and Adult services to assist in connect the aging population with services that the caller may have questions about. These programs include Mississippi Access to Care centers which will be transferred to the Mississippi Access to Care Centers, general information inquiries regarding AAA which will be forwarded to the county or regional office in which the caller lives and Adult Protective Services that will be transferred to the State Office of MDHS. These type of calls currently result in approximately one hundred (100) calls per week.
 - G. Verify arrearage for the Attorney General’s Office.
 - H. Regularly conduct analysis of the call volume and proactively propose ways to improve customer service.
 - I. Provide Specialized CSRs that are trained to handle either Child Support inquiries, TANF inquiries or SNAP inquiries. The Contractor may cross-train personnel to handle calls. MDHS does not require a single person to handle all types of calls. Transferring clients between CSR’s for purposes of answering Child Support vs. TANF vs. SNAP inquiries is permissible.
 - J. The Contractor and its employees shall not conduct any business on the premises of the offices other than the Mississippi child support activities pursuant to this Contract, except upon explicit written approval of MDHS. Unapproved performance of non-MDHS business may be grounds for Contract termination.
 - K. To enhance and maximize communication between MDHS and Contractor staff, all Contractor staff shall have and utilize a State issued email address, with web-based access only, for all business conducted as part of the services under this Contract.
 - L. All Contractor’s employees shall be required to annually sign and comply with all confidentiality and security agreements required by MDHS and for access to METSS, MAVERICS, MACWIS (or any future enhancements), or other allowed programs or systems.

- M. All personnel providing services under this Contract shall be located in Mississippi. All employment of staff by the Contractor shall be subject to regular and ongoing review by MDHS for adequate qualifications and performance to ensure that standards are met, which would satisfy requirements of the Contract and allow for continuation of the contractual relationship.
- N. All personnel necessary to carry out the terms, conditions, and obligations of this Contract shall be the responsibility of the Contractor. The Contractor shall hire, fire, train, and supervise such professional, paraprofessional, and support personnel as are necessary to carry out the terms of this Contract. Neither the Contractor nor any of his/her staff shall be considered employees of MDHS.
- O. All Contractor staff must be pre-screened prior to employment for negative criminal history involving dishonesty and moral turpitude. All staff shall have appropriate certifications and licenses as needed. The Contractor shall maintain and furnish to MDHS a listing of all legal counsel employed to represent the State in matters related to this Contract. Such listing shall include complete names of such individuals, addresses, direct telephone numbers, and State-issued bar numbers. This information shall be provided to MDHS, with updates to such listing provided within ten (10) business days of employment or reassignments of counsel.
- P. The Contractor shall provide adequate staffing, as approved by MDHS, for provision of the services required. Further, the Contractor's staffing shall remain consistent with the staffing narrative approved by MDHS.
- Q. The Contractor shall ensure that appropriate child support, SNAP, TANF, DFCS and Aging and Adult Services administrator(s) and staff attend any meetings sponsored by the county (e.g. Chancellor hosted meetings) or State at which attendance is required. Travel associated with meeting attendance shall be at the Contractor's sole expense.

5.2.3 Key Personnel

The vendor will identify an organization chart for their proposed team. The organization chart will designate a small number of leaders at the top of the organization chart that represent key personnel. This will include individuals with the following skills:

- An Overall Call Center Leader with experience in Child Support, SNAP, and TANF functions as well as call center operations
- A Child Support Subject Matter Expert
- A SNAP Subject Matter Expert
- A TANF Subject Matter Expert
- A training resource responsible for the training of contractor personnel

5.2.3.1 Approval of Key Personnel

MDHS will approve the individuals staffed in all the roles identified as "key personnel". The initial approval will occur during the transition period. Any changes in key personnel must

be approved by MDHS as well. MDHS reserves the right to reject anyone staffed in a key personnel role for any reason. The Contractor shall demonstrate to the State Project manager that proposed substitute Key Personnel have qualifications at least equal to those of the Key Personnel for whom the replacement is requested. Contractor shall provide a resume for any proposed substitute Key Personnel. MDHS may request additional information concerning the proposed substitution. MDHS will notify the Contractor within 5 days of receipt of a substitution request the acceptance or denial. MDHS will not unreasonably withhold approval of a requested Key Personnel replacement.

5.3 Technology Requirements

The Contractor's CSC and Call Management System (CSC System) will interact with the MDHS systems. The Contractor shall ensure all components of the CSC services, IVRS, ACD, and CRM are built on a technical infrastructure that is fully securitized and ensure uninterrupted high quality and robust operational efficiency to meet Customer satisfaction and business continuity. The Contractor shall:

5.3.1 General

- A. Purchase, obtain, install, program and maintain necessary automation hardware (personal computers, printers, phones, facsimile machines, etc.) and software to inquire, update, and transmit data files to MDHS systems as required by the State.
- B. Update hardware, software, and other related systems, including communication systems as needed and at the expense of the Contractor. All components of the CSC systems must be kept current with industry standards and shall be backwards compatible. This includes functionality across common web-browsers (i.e. Internet Explorer, Firefox, Chrome, Safari, etc.).
- C. Ensure quality control of electronic transmissions and any back-up tapes or files.
- D. Ensure security for data transfers to MDHS as specified in the RFP.
- E. Complete request for system changes and/or access as the result of legislative changes, service changes, lawsuits, etc. no later than two (2) Business Days after the request by the State Project Manager or designee, unless there is a sufficient reason for the further delay. In case of a delay, the Contractor shall get a written approval from the State Project manager on the new timeline.

F. The Contractor shall be responsible to use the certified statewide computer systems, METSS, MAVERIC, and MACWIS (or any future enhancements). The Contractor's utilization of all systems (or any future enhancements) shall be according to specifications and levels required by MDHS. The Contractor must use METSS (or any future enhancements) for their day-to-day child support casework, MAVERICS for the SNAP and TANF work, and MACWIS for DFCS work. Contractor shall be required to furnish and maintain any automation needs deemed necessary outside that provided by MDHS. The Contractor shall ensure that such equipment or software is compatible with systems in use by MDHS. Contractor-installed software shall not require any change or modification to State-furnished hardware or software. Contractor-installed software shall not interfere with State network operation.

G. Automation and software determined by Contractor to be necessary to perform Contractor's obligations under the Contract, outside that provided by MDHS, shall be the sole responsibility of Contractor.

H. The Contractor must use any additional electronic database or information system as mandated by MDHS; and Contractor shall be responsible and liable for all associated license costs (if any), appropriate use of those systems and required confidentiality.

I. Where MDHS dictates the use of hardware or software, or Vendor proposes the use of hardware or software, the Vendor shall be responsible for any fees associated with such hardware or software, at no cost to MDHS, unless specifically noted otherwise in this RFP. This includes any ongoing training for Vendor employees associated with such hardware or software.

J. MDHS will look favorably on those Vendor's who propose allowing MDHS, after expiration of the Contract (including any renewal) to employ Statewide, the Vendor's processes and tools utilized to provide the services required in this Contract.

K. The people, facility and supporting technology shall provide for continuity of business services in the event of power outages, weather issues, and other short-term disasters.

5.3.2 Interactive Voice Response System (IVRS)

The initial point of contact for all telephone inquiries will be through a twenty four (24) hour IVR that will be owned by MDHS. The Contractor will be responsible for developing an IVR and will work with MDHS and NSPARC in developing and implementing appropriate call tree structures and Scripts.

The IVR shall:

- A. Provide automated services to enable the State to deliver unattended service 24 hours a day, 7 Days a week, 365 Days per year (366 Days in a leap year) in accordance with MDHS approved Scripts and routing paths.

- B. Permit the use of telephone touch-tone pad and voice commands to access pre-recorded information.
- C. Make use of speech recognition (speech-to-text and text-to-speech) technologies to enhance efficiency and Customer service. The features and services should be in line with widely used standards like VoiceXML, SSML and CCXML etc.
- D. Maintain the existing toll-free telephone number for both in-State and out-of-State callers. The toll-free number will be transferred to the successful Vendor during the Transition-In period. The Contractor shall work with MDHS to transfer the existing toll free number during the Transition-In period.
- E. Provide a queuing system that is integrated with the ACD functionality.
- F. Provide a call flow that allows callers to get the information they need using the fewest number of prompts and options.
- G. Provide multi-language translation services including English and Spanish. Provide features for professional voice recording of Scripts in English and Spanish. The IVR shall play appropriate language prompts based on IVR prompt selection. For languages other than English and Spanish, the vendor should propose a cost effective option for how best to handle additional languages. MDHS appreciates the changing needs of our clients; however extensive support for every language may not be a viable cost. MDHS welcomes creative, cost effective solutions.
- H. Ensure that callers never receive a busy signal.
- I. Support Self Service Options, including directions, hour of operations, Application instructions and Case closing process.
- J. Have messages recorded using broadcast standard recording techniques. Any changes to the IVR Script will be made using the same voice pattern, at the same pitch, speed and tone of delivery, and the same volume as the initial recordings.
- K. Identify caller patterns and proficiency and speed up or slow down the speed of the messages as appropriate.
- L. Meet or exceed Internal Revenue Service (IRS) IVR Safeguards. Refer to [http://www.irs.gov/uac/Safeguards-Technical-Assistance-Memorandum-for-protecting-Federal-Tax-Information-\(FTI\)-in-Integrated-Voice-Response-\(IVR\)Systems](http://www.irs.gov/uac/Safeguards-Technical-Assistance-Memorandum-for-protecting-Federal-Tax-Information-(FTI)-in-Integrated-Voice-Response-(IVR)Systems).

- M. Access and interface with multiple MDHS Databases and web services concurrently.
- N. Provide customizable messages to play while customers are on hold after making a choice on the IVR in addition to on-hold music. The message shall be specific to the program selected by the Customer.
- O. Provide key-ahead prompting to permit callers to enter the appropriate key if they already know the touch-tone options they wish to select or go directly to a CSR.

5.3.3 Automated Call Distribution (ACD) System

The Contractor shall have an ACD System that will provide routing/distribution of incoming calls to CSRs. The call routing shall be based on sequence of arrival/origination, inquiry type, CSR availability, skills, and language fluency or other predefined routing instructions authorized by the State Project Manager. The Contractor's ACD system shall provide a minimum:

- A. Display call-handling statistics real-time, such as number of calls in queue, current hold time, Abandoned Calls, etc.
- B. Access by the State Project Manager and MDHS to the logs, and the ability to monitor call volumes and live Customer calls and any SCS activity at all times, without prior notice.
- C. Recording of all calls by the CSRs providing audio recordings of individual/Customer calls for review by the State Project Manager no later than one (1) Business Day of the request. Call recordings shall be retained for 90 days.
- D. Multiple queue types, for example User, Station, Workgroup, ACD, Line and system queues. There shall be a real time view into the queue to monitor important statistics such as calls waiting, calls connected, longest call waiting, longest call connected, agents logged in, and agents available, average talk time, number of calls, and Abandoned calls.
- E. Send alerts to the CSC Managers/Supervisors when the call center experiences unforeseen or drastic changes and anomalies in the CSC operational patterns, such as persistently long hold times, persistent call drops, persistent voice distortion, etc., that needs attention and intervention.
- F. Monitoring of CSR performance with industry standard practices likes 'listen', 'record', 'workgroup alert', 'transfer', 'join', 'whisper coach', and 'grab' methods.
- G. Update the Customer's information on the State's automated systems via electronic transmission of data through the software product designated by the State. This electronic transmission must be done daily.
- H. Establish the CSC System on a server used for the centralized database, which shall include the type of storage, provisions for controller redundancy, and means times between failures

of the processors and the disk subsystem. At a minimum, the centralized database shall be able to continue operations if any single storage component fails.

- I. Maintain a System that is capable of supporting the archiving, retrieval, and purging of data. The CSC System shall be kept in an online mode during the length of the Contract except for archiving, retrieval and approved maintenance. Callers must be able to continue receiving information during CSC System updates.
- J. Ensure hardware/software meets or exceeds MDHS standards. Hardware/Software must be kept current with manufacturer and industry standards. All software must be maintained at the current version.
- K. Interface with MDHS systems to provide authorized callers with Case specific information, such as child support payment receipt and disbursement information, Food Stamp Issuance information, etc.
- L. Ensure the Contractor's equipment meets or exceeds MDHS standards for virus protection and security.
- M. Provide MDHS with the option to update the operating system of the CSC to any system that is being used by the awarded vendor in any other state in which the Vendor is operating a call center at no additional cost to MDHS.

5.3.4 Customer Relations Management System (CRM)

5.3.4.1 General Requirements

The Contractor shall provide a CRM that is a web-based system and capable of capturing and tracking all activities and operations of the CSC. At a minimum the CRM shall:

- A. Be the primary system for all CSC activity and be made available to the State Project Manager and individuals designated by the State Project Manager.
- B. Record and update basic demographic data in the MDHS system(s) about the caller, including change in contract information.
- C. Host all scripts that the CSRs shall use in the CSC.

5.4 Facility Requirements

In order to maintain the necessary CSC infrastructure, technology and administrative support, the Contractor shall:

5.4.1 Facility

- A. The Contractor shall establish all operating facilities within Mississippi, throughout the life of this Contract, for the services provided under this Contract. The space shall comply with the provisions of the Americans with Disabilities Act (P.L.101-336) and all applicable local

building codes. The Contractor shall obtain prior approval from MDHS for location of facilities. The Contractor shall take steps to ensure full security during and after business hours including double barrier for all case files, data and confidential information (per IRS requirements). The Contractor shall be responsible for all costs related to the lease, modification, and operation of the facilities.

B. The Contractor provided facilities shall have network connectivity into the MDHS network. Contractor must be in compliance with all MDHS technical and security standards and requirements. All costs associated with network connectivity shall be the sole responsibility of the Contractor.

C. The Contractor shall provide and maintain all necessary equipment as dictated by MDHS to allow for the most effective and efficient operation of the Contractors office(s) in conformity with the services to be provided under this Contract. Equipment shall include but is not limited to: PC's, telephones, all hardware necessary to utilize WORKSITE, fax machines and copiers.

D. A copy of the signed facility lease(s) shall be provided to the State Project Manager no later than thirty (30) Calendar Days after the start of the Transition. No later than twenty (20) Calendar Days before Contract Commencement Date, the facility will be inspected by the State Project Manager and designated MDHS staff to ensure that the below requirements can be met at Contract start. The Contractor's facility shall:

1. Provide sufficient equipment, furniture, telephone and data connectivity for Contractor's staff to operate the CSC in accordance with the RFP.
2. Have an ADA complaint Telephone Device for the Deaf (TTY/TTD), which requires that the same services be made available to all Customers despite disability.
3. Have a wall mounted display of real-time dashboard accessible to CSC staff to monitor the CSC activity, such as, number of calls in queue, wait time, availability of CSRs, number of active supervisors, etc.
4. Provide uninterrupted services in the event that any telephone line(s) stop(s) working; in such events the entire CSC shall continue to function.

E. Permit individuals designated in writing by the State Project Manager access to inspect the Contractor's operations. Such individuals may include, but are not limited to, Federal officials and auditors, State Officials and employees, and visitors approved by the State Project Manager. On the basis of such inspection, specific measures may be required if the Contractor is found to be noncompliant with Contract requirements. These authorized personnel shall

have unlimited access to all systems, records and areas, and Contractor personnel, for purposes of examination and/or copying records.

F. MDHS will consider telecommuting or virtual agent solutions for some or all of the agents as long as the contractor can demonstrate a similar level of transparency into the call center operations as an inspection of the physical facility can provide. The Contractor must demonstrate that confidentiality requirements are met regardless of location of the CSR.

5.5 Policy and Procedure

A. Be responsible for following all MDHS Department Policies and operate the CSC in accordance with Federal and State regulations, using approved by the State Project Manager.

B. Provide a Contractor Internal Operating Procedures Guide to be distributed to employees assigned to work under the Contract. The Guide shall describe the company's policies and internal operating procedures. The Contractor shall present the Guide to the State Project Manager for approval no later than ninety (90) Days after the Vendor has been awarded the contract and shall incorporate any required changes within the next fifteen (15) days.

5.6 Operational Reports

Automated format proposed by the Contractor, and accepted by the State Project Manager during Contract Period. These reports shall be produced by a software program that will track all required information in a real time format and may be accessed by the State Project Manager without prior notice to the Contractor. Vendors should describe the reports in their proposal response. Samples of reports will be appreciated but not required.

A. IVR Call Report:

- Number of calls to IVR.
- Number of calls directed to each IVR prompt.
- Percentage of total calls resolved by IVR.
- IVR connection attempts to MDHS systems.
- Number of calls transferred to CSRs.

B. CSR Call Report

- Number of calls requesting a CSR.
- Number of calls answered by CSR.
- Number of calls resolved by CSR.
- Number of calls longer than 4 minutes after Caller elects a CSR.

- Number of calls by specific program inquiry type.
- Average call-talk time.
- Average wait time until customer gets through to CSR.
- Maximum caller wait time.
- Average wait time after a call is answered and placed on hold.
- Number of calls abandoned.
- Average wait time for Abandoned Calls.
- Average CSR staffing levels.
- Number of CSR minutes for calls for each program. (i.e. SNAP, TANF, Child Support, DFCS and Aging and Adult Services)
- Average call wrap-up time (documentation) time.
- Average hold time.
- Longest call time.
- Longest call in queue.
- Number of incoming calls which receive a busy signal.
- Calls by problem category (MDHS will establish problem categories during Transition-in period).

C. Content Update Report

- Report on content creation, update activity, and recommendations for continuous improvements for any items beyond the contractor's control. This might include, but are not limited to:
 1. IVR Scripts
 2. CSR Scripts
 3. FAQs

D. Contact Problems Report

- Number of calls that come in from Customers claiming "No Response of feedback" for escalation calls made to MDHS. (For each call record the Case number, the Program that the call relates to, the case worker, the number of repeat calls for the same issue, etc.)
- Number of calls that are placed by a single client in a month, reason for these calls, and analysis of how to improve first call resolution.

E. QA/QC Report

- Review and updates to the QA/QC plan shall be done at least every six (6) months or as needed.

F. Training

- To be submitted to State Project Manager annually and after every training session.

G. Staff Turnover

- Contractor shall be responsible to keep track of staff turnover by creating and maintaining specific reports that shall be approved by MDHS and providing those reports to the DFO Director or assignee on a quarterly basis.

5.7 Transition Period

The Contractor shall provide to the State Project Manager a comprehensive Project Management Plan fifteen (15) Calendar Days after Notice to Proceed (NTP) for the implementation of the CSC in accordance with the requirements of this RFP. The Contractor shall submit a draft transition plan in the proposal response.

5.7.1 Transition-In

A. A Final Transition-In Plan shall be submitted no later than thirty (30) Calendar Days after the NTP to the State Project Manager. The Plan should specifically address in detail:

1. Milestones and deliverables dates which must specifically include staffing key personnel, staffing personnel required to start the contract, training personnel, obtaining necessary facilities, build out for necessary facilities, each technology component required, creation of the call scripts, testing of the technology, and readiness of the personnel/facility/technology for contract start.
2. Key transition personnel and their respective roles.
3. The required involvement of the incumbent Contractor.
4. The required involvement of any State personnel with specific expectations for any activity the State needs to perform.
5. The reporting mechanism for providing, at a minimum, weekly reports during the Transition in. Reporting must include all activities and deliverables completed, estimated completion dates for remaining work, as well as risks that could jeopardize the start date and mitigation plans for each risk.
6. Any experiences and concerns considered important and relevant.

B. To facilitate a smooth and seamless transition of the CSC with no interruption of service, the contractor shall:

1. Implement all CSC functions by the start date of this Contract and in accordance the requirements of this RFP.
2. Plan and execute two successfully completed User Acceptance Tests of all testable system components based on the System Test Plan, the first of which shall be submitted no later than December 1, 2015. The second shall be submitted no later than April 1, 2016.
3. Conduct status meetings, as agreed upon, with MDHS and the incumbent Contractor. The Contractor's Project Manager and Key Personnel, as necessary, shall attend all status meetings with MDHS and the incumbent Contractor. The Contractor shall generate a Status Report as the basis for the status meeting. In the Status Report, the Contractor shall address:
 - a. Project Schedule (current status of all activities)
 - b. Near term activities
 - c. Key Milestones and Training Activities
 - d. Deliverables
 - e. Staffing levels
 - f. Quality Assurance (activities and status)
 - g. Issues (log of items with status of each)
 - h. Plan to resolve each issue, and,
 - i. Any other topics requested by MDHS.
4. Generate minutes for all status meetings and distribute the minutes via email no later than three (3) Calendar Days of the meeting for the State Project Manager review and approval.

5.7.2 State Supplied Services

The State will make available during the Transition-in period and for the life of the contract, at no cost to the Contractor:

- A. MDHS current toll free number for access to the IVR that the Contractor must transfer from the incumbent vendor to the new CSC immediately after midnight on the effective date of the contract.
- B. Access to MDHS systems to allow the CSC to provide and receive pertinent information to address inquiries received by the CSC. The State Project Manager will provide the access requested forms to the Contractor during the Kick-Off Meeting.
- C. A copy of MDHS policies, state plan, etc. that will be used in operating the CSC.

5.7.3 Transition-Out

During the Transition-Out phase, the Contractor shall work cooperatively and proactively with the incoming contractor to facilitate a smooth and efficient transition of services by developing a strategy to successfully accomplish a seamless transition between the two Contractor's teams in providing the CSC services.

The Contractor Shall:

- A. Provide a strategy for ensuring that all Contract documentation, source code, object code and documentation of design and architecture has been updated to reflect all changes, enhancements, modifications, etc., and has been delivered to MDHS. Documentation shall be written in plain English and be by hardcopy and at least one electronic copy on CD in MS Word or applicable medium (PDF) format one hundred eighty (180) Days before the Contract end date.
- B. Assure that all required support training, and transition information has been transitioned to staff as designated by the State Project Manager.
- C. Provide access by the new contractor to the existing personnel and operation for purposes of observing the process and procedures for the CSC. Allow the new contractor's personnel to shadow existing contractor's personnel for purposes of knowledge transfer.
- D. Allow personnel to be exempt from any non-compete clauses if the new contractor wishes to hire any of the existing personnel.
- E. Provide access to operating systems for training for new Contractor staff during Normal Business Hours.
- F. Provide space, desk, reasonable office support (computers, internet, copiers, fax, etc.) for appropriate transition staff of the successor contractor or MDHS, as applicable.
- G. Complete a review of all systems documentation prior to the completion of the transition period that all services and/or deliverable are completed and approved no later than five (5) Business Days after receipt of request from the State Project Manager.

- H. Support the transition activities as provided for in the Contractor's Final Transition Plan and within MDHS-approved timeframes that will enable the successful takeover of the operation with no delays or decreases in services.
- I. Fully cooperate with the incoming Contractor and provide requested documentation by the defined deadline, participate in meeting, complete assigned activities in accordance with the incoming Contractor work plan, and behave in a courteous, and professional manner at all times in order to effectuate a seamless transition.

5.7.3.1 Transition-Out Deliverables

During the Transition-Out phase the Contractor shall submit upon request of the State Project Manager call Scripts, IVR, toll free number, knowledge base, other documentation used in support of the CSC, all data collected during the operation of the call center, etc. For the deliverables, the Contractor must submit inputs and outputs, operating procedure, recovery procedures, training plan, etc. within ten (10) Calendar Days of a request by MDHS. All data that is collected during the operation of the Customer Service Call Center is owned by MDHS and will be delivered to the new Vendor or MDHS during the transition out period.

SECTION VI

PERFORMANCE STANDARDS

The Contract awarded will be a performance based contract. The Contractor will report performance monthly on the following measures. Contractor's performance shall be reviewed against the performance standards on a monthly basis.

1. Call Abandonment Rate – Target less than 1% average in the month
2. Average % of clients who call back within a rolling 30 day time period for the same type of case (e.g. Child Support clients who call back regarding child support cases). MDHS does not currently track this information. The Contractor will create a baseline of performance over the first 3 months of the contract. The target will be a 20% improvement over the baseline period by the end of the first contract year and an additional 20% improvement by the end of the second year. The monthly improvement will be a straight line trajectory of month-over-month improvements to reach the end-of-year target.
3. Availability of Call Center technology – IVR/CRM/ACD. The target is 99.9% availability 24x7 every calendar day of the year.
4. Processing of incoming emails and faxes – Target 99% within one business day.
5. Percentage of client cases with complaints escalated to MDHS, Legislative, or Governor's Office personnel – Target less than 0.1% of total calls answered in a given month.
6. Violation of correct protocol for interacting with, and routing information to, counties. The target is zero violations of the standards for interacting with MDHS personnel in order to minimize the failure of the end-to-end process for serving clients. There will be a liquidated damage amount per incident for this metric.

SECTION VII

LIQUIDATED DAMAGES

The Contractor agrees that in the event of a failure to meet timelines in an approved project or transition plan or the failure to meet minimum performance standards, damage shall be sustained by MDHS.

A single event of failure on the part of the Contractor shall result in the imposition of damages in only one Liquidated Damage Category. In the event of a force majeure event, or a failure due to third parties outside of the Contractor's reasonable control, no Liquidated Damages will apply.

In the event of a failure other than an excusable failure as described above, the maximum amount for Liquidated Damages shall not exceed 15% of the total charges invoiced in an average monthly period. The average monthly period will be calculated based on all previous invoices submitted for the 12 months to date prior to the assessment of the Liquidated Damages.

Amounts due to the State as Liquidated Damages will be deducted by the State Project Manager from any money in the next invoice payable to the Contractor pursuant to this contract. The State Project Manager will use the monthly reporting from the Contractor and other sources to determine if any Liquidated Damages are due. No delay by the State Project Manager in assessing or collecting Liquidated Damages shall be constructed as a waiver of such rights.

For the three (3) months from the Contract Commencement Date, MDHS will not assess any Liquidated Damage except for those associated with Transition activities.

Failure to Meet Performance Standards Criteria

- a. Transition-in Milestones – For any failure by the Contractor to meet Critical performance standards and deadlines in the Transition Plan, MDHS may require the Contractor to pay Liquidated Damages in the amount of \$2,000.00 per Day up to the maximum amount until such standards are met and accepted by the State Project Manager. If the Contractor fails to meet the standard, the State may move to terminate the Contract for default. Critical milestones are listed in the Transition section of this RFP.
- b. Transition-Out Performance Standard – The Contractor is responsible for ensuring that the services provided to MDHS are not jeopardized by delays in the Transition-Out schedule, as agreed and defined by the Transition-In Plan of the incoming Contractor that has been approved by the State Project Manager. The Contractor may not charge MDHS for any additional effort required to meet these schedules. In addition, the Contractor must perform in such a manner that it facilitates the attainment of the due dates by the incoming

Contractor. The Contractor will participate in all meetings, produce all documentation within 7 Calendar days of the request, and complete all assigned activities in accordance with the Transition-in Plan. Failure to complete these Transition-Out activities in accordance with the defined dates will result in Liquidated Damages of \$1000.00 per calendar day.

- c. Key personnel – In the event that a Contractor diverts or replaces Key Personnel without the prior written notice and approval by MDHS, the Contractor is subject to Liquidated Damages in the amount of \$1,000.00 per Business Day for the diversion or removal of the Key Personnel. This provision is intended to be a disincentive against the unilateral diversion or removal of Key Personnel. No Liquidated Damages will be assessed if the prior notice and approval of changes to Key Personnel is followed.
- d. Violation of correct protocol for interacting with, and routing information to, counties. The target is zero violations of the standards for interacting with MDHS personnel in order to minimize the failure of the end-to-end process for serving clients. There will be a liquidated damage assess in the amount of \$1,000 per case.
- e. The performance measures will be allocated a percentage of the total fees at risk for purposes of calculating the liquidated damages. The measures and their associated percentage of the monthly fees at risk are:
 - a. Average Call Abandonment Rate – 25%
 - b. Average % of clients who call back within a rolling 30 day time period for the same type of case – 25%
 - c. Availability of Call Center technology – IVR/CRM/ACD – 20%
 - d. Processing of incoming emails and faxes – 10%
 - e. Percentage of client cases with complaints escalated to MDHS, Legislative, or Governor’s Office personnel – 20%

The imposition of Liquidated Damages is not a final remedy and does not preclude MDHS from seeking damages for Contractor’s failure to perform under the Contract.

Corrective Action:

- a. MDHS will monitor Contractor performance. MDHS retains authority for interpreting performance under the terms of this Contract. MDHS may request a corrective action plan to address any deficiency or deficiencies discovered.
- b. MDHS may issue a letter delineating the deficiency or deficiencies, setting a corrective action time period, and may require submission of a written corrective action plan within fifteen (15) calendar days.

- c. If a corrective action plan is required, MDHS shall impose liquidated damages for Contractor's failure to submit a corrective action plan as directed in the deficiency letter. The imposition of such liquidated damages does not preclude MDHS' right to terminate the Contract during the assessment of the liquidated damages.
- d. The liquidated damages shall initially be one-thousand dollars per day (\$1000.00) and shall continue for each subsequent day of failure to submit a corrective action plan. The liquidated damages shall be withheld from Contractor's monthly invoice immediately following failure to submit a required corrective action plan. Any such money withheld is forfeited by the Contractor and retained by MDHS.
- e. MDHS will notify the Contractor within fifteen (15) calendar days of the receipt of a corrective action plan of the acceptability of the plan, and allow five (5) calendar days for the Contractor to submit a clarification or revision if the corrective action plan is deemed to be unacceptable to MDHS.
- f. Acceptance of the corrective action plan by MDHS does not guarantee that the implementation of the corrective action plan will result in elimination of the deficiencies for which future damages for non-performance may be applied by MDHS.
- g. MDHS will impose liquidated damages for Contractor's failure to correct the cited deficiencies within the corrective action period. To the extent such failure is beyond the control of the Contractor, as determined by MDHS, liquidated damages shall not be imposed. The liquidated damages shall initially be one-thousand dollars per day (\$1000.00) and shall continue for each subsequent day of failure to correct the cited deficiencies. The liquidated damages shall be withheld from Contractor's monthly invoice immediately following failure to correct the cited deficiencies. Imposition of such liquidated damages shall not preclude Contract termination.
- h. If MDHS imposes any such liquidated damages, MDHS staff will monitor and evaluate Contractor progress during the damages period. Any such money withheld is forfeited by the Contractor and retained by MDHS.
- i. Any failure to meet the performance standards required in the corrective action plan shall not result in the imposition of liquidated damages under this subsection until three (3) months after Contract execution.
- j. If payment to the Contractor is insufficient to satisfy the damages owed, payment of liquidated damages amounts imposed shall be due from the Contractor within thirty (30) calendar days of MDHS' written demand for payment. Such demand shall not preclude MDHS from further offsets.

k. Liquidated damages may be waived by MDHS if delays are caused by a natural disaster or other cause beyond the control of the Contractor as determined solely by MDHS.

l. MDHS reserves the right to waive certain damages at its discretion; waiver by MDHS of any particular damages shall not constitute the future waiver of such damages, nor will it constitute a modification of the Contract.

SECTION VIII

PROPOSAL EVALUATION/POST-AWARD DEBRIEFING

- 8.1 All proposals will be evaluated by a Selection Committee comprised of staff from MDHS.
- 8.1.1 Proposals may not exceed two hundred (200) pages in length and will be evaluated according to the criteria discussed in the RFP.
- 8.1.2 The award of a contract to a Vendor does not mean that the other proposals lacked merit; but with price, quality of service and other factors considered, the selected proposal was deemed to provide the best value or be the most advantageous to the State of Mississippi based on all factors considered.
- 8.1.3 MDHS will evaluate the quality and approach the Vendor proposes for doing the work, the transition plan and approach for seamlessly moving to the future processes, the track record of effectiveness the Vendor has in achieving improvements at the pace proposed, the location strategy, any process improvements or tools the Vendor proposes to share with MDHS for use elsewhere in the state, and the overall cost effectiveness of the services.
- 8.2 Vendors are cautioned that this is a RFP not a request to contract, and MDHS reserves the unqualified right to reject offers for any contract when such rejection is deemed to be in the best interest of the State of Mississippi.
- 8.3 At their discretion, the evaluators may request oral presentations or discussions with any and all Vendors for the purpose of clarification or to amplify the materials presented in any part of the proposal. If requested for an oral presentation, the Vendor shall be prepared to provide their Power Point Presentations when notified that they were selected for an oral presentation. However, Vendors are cautioned that the evaluators are not required to request clarification; therefore, all proposals shall be complete and concise and reflect the most favorable terms available from the Vendor.
- 8.4 A Vendor, successful or unsuccessful, may request a post-award vendor debriefing, in writing, by U.S. mail or electronic submission, to be received by MDHS within three (3) business days of notification of the Contract award. A vendor debriefing is a meeting and not a hearing; therefore, legal representation is not required. If a Vendor prefers to have legal representation present, the Vendor must notify MDHS and identify its attorney. MDHS shall be allowed to schedule and/or suspend and reschedule the meeting at a time when a representative of the Office of the Mississippi Attorney General can be present.

The following information may be provided by MDHS during post-award debriefing:

- 8.4.1 MDHS's evaluation of significant weaknesses or deficiencies in the Vendor's proposal, if applicable;
 - 8.4.2 The overall evaluated cost or price, and technical rating, if applicable, of the successful vendor(s) and the debriefed Vendor;
 - 8.4.3 The overall ranking of all Vendors, when any ranking was developed by MDHS during the selection process;
 - 8.4.4 A summary of the rationale for award; and,
 - 8.4.5 Reasonable responses to relevant questions about selection procedures contained in the solicitation, applicable regulations, and other applicable authorities that were followed.
- 8.5 Factors that will be considered as evaluation criteria by the MDHS evaluation committee are contained in Table 1 below.

Table 1-Evaluation Factors

EVALUATION FACTORS	Points
Vendor's Draft Implementation Plan-Item 4.6 which includes Section V-Scope of Services, Technology, Facility, Reports and Transition Plan	25
Vendor's Ability to Perform-Item 3.2.2	25
Vendor's Personnel, Equipment, Facilities-Items 3.2.4	20
Vendor's Record of Past Performance-Items 3.2.1 and 3.2.3	10
Vendor's Cost Data/Price-Item 6.6	20
TOTAL POSSIBLE POINTS	100

8.6 Cost Data/Price

8.6.1 Vendor should submit a monthly price per case to provide the services covered in this RFP for each year of the contract term as well as a price per call for answering and redirecting calls pertaining to Aging and Adult Services.

8.6.2 Compensation for services will be in the form of a Price per Child Support Case; Price per SNAP case; Price per TANF case; Price per DFCS case; and Price per call pertaining to Aging

and Adult Services. MDHS will provide information on the number of Child Support, SNAP, TANF and DFCS cases on a quarterly basis. The Contractor will be paid for the average number of cases from the prior quarter for the next three months. The case numbers, and corresponding contractor payment, will be adjusted quarterly based on the prior three month actual data.

8.6.3 Invoices will be submitted monthly within 10 business days of the close of the prior month. Invoices shall clearly separate the costs for Child Support, SNAP, TANF, DFCS, Aging and Adult and all other services provided to support MDHS federal reporting requirements.

8.6.4 Provide a price for accepting and processing all mail for MDHS as an option to be included in this contract at a later date should MDHS decide that it would be in the best interest of the State of Mississippi. This price should be structured in the form of a fixed price per additional Supervisor and a fixed price for each additional worker that may be needed to satisfy the requirements of this contract option.

SECTION IX

PROPOSAL EXCEPTIONS

Please return the Proposal Exception Summary Form (Exhibit A) with all exceptions to items in any Section of this RFP listed and clearly explained or state “No Exceptions Taken.” If no Proposal Exception Summary Form is included, the Vendor is indicating that no exceptions are taken as to any item in this RFP document.

- 9.1 Unless specifically disallowed on any specification herein, the Vendor may take exception to any point within this RFP, including a specification denoted with ”shall” or “must,” as long as the following are true:
 - 9.1.1 The specification is not a matter of State law;
 - 9.1.2 The proposal still meets the intent of the RFP;
 - 9.1.3 A Proposal Exception Summary Form is included with Vendor’s proposal; and
 - 9.1.4 The exception is clearly explained, along with any alternative or substitution the Vendor proposes to address the intent of the specification, on the Proposal Exception Summary Form.
- 9.2 The Vendor has no liability to provide items to which an exception has been taken. MDHS has no obligation to accept any exception. During the proposal evaluation and/or contract negotiation process, the Vendor and MDHS will discuss each exception and take one of the following actions:
 - 9.2.1 The Vendor will withdraw the exception and meet the specification in the manner prescribed;
 - 9.2.2 MDHS will determine that the exception neither poses significant risk to the project nor undermines the intent of the RFP and will accept the exception;
 - 9.2.3 MDHS and the Vendor will agree on compromise language dealing with the exception and will insert same into the contract; or
 - 9.2.4 None of the above actions are possible, and MDHS either disqualifies the Vendor’s proposal or withdraws the award and proceeds to the next ranked Vendor.
- 9.3 Should MDHS and the Vendor reach a successful agreement, MDHS will sign adjacent to each exception which is being accepted or submit a formal written response to the Proposal

Exception Summary responding to each of the Vendor's exceptions. The Proposal Exception Summary, with those exceptions approved by MDHS, will become a part of any contract on acquisitions made under this RFP.

- 9.4 An exception will be accepted or rejected at the sole discretion of the State.
- 9.5 The State desires to award this RFP to a Vendor with whom there is a high probability of establishing a mutually agreeable contract, substantially within the standard terms and conditions of the State's RFP, including the Standard Contract in Exhibit B, if included herein. As such, Vendors whose proposals, in the sole opinion of the State, reflect a substantial number of material exceptions to this RFP, may place themselves at a comparative disadvantage in the evaluation process or risk disqualification of their proposals.

SECTION X

TERMS AND CONDITIONS OF THE RESULTING CONTRACT

The following are certain terms and conditions that will be incorporated in the final contract, although MDHS reserves the right to add to these terms and conditions in the resulting contract. A sample Contract for Personal or Professional Services is attached hereto as Exhibit B.

10.1 Termination

10.1.1 Termination for Cause. If, through any cause, Contractor fails to fulfill in a timely and proper manner, as determined by MDHS, its obligations under this Contract, or if Contractor violates any of the covenants, agreements, or stipulations of this Contract, MDHS shall thereupon have the right to terminate the Contract by giving written notice to Contractor of such termination and specifying the effective date thereof at least five (5) days before the effective date of such termination. In the event of such termination, Contractor shall be entitled to receive just and equitable compensation for satisfactory work completed on services or documents or materials collected and/or prepared by Contractor in connection with this Contract. Such compensation shall be based upon the fees set forth in Paragraph 5, but, in no case, shall said compensation exceed the total Contract price.

10.1.1.1 Upon the entering of a judgment of bankruptcy or insolvency by or against a contractor, MDHS may terminate this contract for cause.

10.1.1.2 Notwithstanding the above, Contractor shall not be relieved of liability to MDHS for damages sustained by MDHS by virtue of any breach of this Contract by Contractor, and MDHS may withhold any payments to Contractor for the purpose of set off until such time as the exact damages due to MDHS from Contractor are determined.

10.1.2 Termination for Convenience of MDHS. MDHS may terminate this Contract at any time by giving written notice to Contractor of such termination and specifying the effective date thereof at least five (5) days before the effective date of such termination. Contractor shall be paid an amount which bears the same ratio to the total compensation as the services actually and satisfactorily performed bear to the total services of Contractor covered by the Contract, less payments of compensation previously made.

10.2 Confidentiality of Data

10.2.1 Contractor shall treat all State data and information to which it has access under this Contract as confidential information to the extent that confidential treatment of same is required under federal and State law and shall not disclose same to a third party without specific written consent of the State. In the event that Contractor receives notice that a third party requests divulgence of confidential or otherwise protected information and/or has served upon it a subpoena or other validly issued administrative or judicial process ordering divulgence of confidential or otherwise protected information, Contractor shall promptly inform the State and thereafter respond in conformity with such subpoena as required by applicable state and/or federal law, rules, and regulations. The provision herein shall survive termination of the Contract for any reason and shall continue in full force and effect and shall be binding upon the Contractor and its agents, employees, successors, assigns, subcontractors, or any party claiming an interest in the Contract on behalf of, or under, the rights of the Contractor following any termination.

10.3 Care of Data

10.3.1 The Contractor shall take all steps necessary to safeguard any data, file, report, or other information from loss or destruction. Any cost or expenses of replacing or damage resulting from the loss of such data shall be borne by the Contractor.

10.4 General Provision

10.4.1 Compliance with Laws Rules and Regulations

10.4.1.1 The Contractor shall comply with, and all activities under this Contract shall be subject to, all applicable federal and State laws and regulations. Particularly, but without limitation through inclusion, this provision shall include the following:

10.4.1.2 Equal Employment Opportunity. The Contractor shall abide by all applicable provisions of the Federal Civil Rights Acts of 1964, as amended, executive order 11246 entitled "Equal Employment Opportunity," as amended in Executive Order 11375, as supplemented in the United States Department of Labor regulations (41 CFR Part 60), and all other applicable federal and state laws, regulations or others which prohibit discrimination because of race, color, religion, sex, national origin, age, marital status, or physical or mental handicap.

10.5 Hold Harmless

10.5.1 The Contractor agrees to indemnify, defend, and hold harmless the State of Mississippi, its officers, agents, and employees from:

10.5.2 Any and all claims and losses accruing resulting to any and all contractors, subcontractors, laborers, and any other person, firm, or corporation furnishing or supplying work, services, materials, or supplies in connection with the performance of the contract;

10.5.3 Any and all claims and losses accruing or resulting to any person, firm, or corporation who may be injured or damaged by the performance of the contract;

10.5.4 Any liability, including cost and expenses, for losses, damage, rights of privacy, theft, embezzlement, or other acts of dishonesty, arising out of the publication, translation, reproduction, delivery, performance, use or disposition of any data or genetic sample(s) furnished under the contract or based on any libelous or other unlawful matter contained in such data.

10.5.6 Contractor must comply with the law of Mississippi in instance of liability, and therefore, cannot attempt to limit its liability.

10.6 Retention of Record

10.6.1 Contractor shall maintain, and make available to MDHS, any State agency authorized to audit MDHS, the federal grantor agency, the Comptroller General of the United States or any of their duly authorized representatives, financial records, supporting documents, statistical records, and all other records pertinent to the services performed under this Contract. These records shall be maintained for at least three (3) years; however, if any litigation or other legal action, by or on behalf of the state or federal government has begun that is not completed at the end of the three year period, or if audit finding, litigation, or other legal action has not been resolved at the end of the three-year period, the records shall be retained until resolution.

10.7 Applicable Law

10.7.1 The Contract shall be governed by and construed in accordance with the laws of the State of Mississippi, excluding its conflicts of laws, provisions, and any litigation with respect thereto shall be brought in the courts of the State. The Contractor shall comply with applicable federal, state and local laws and regulations.

10.8 Availability of Funds

10.8.1 It is expressly understood and agreed that the obligation of MDHS to proceed under this agreement is conditioned upon the appropriation of funds by the Mississippi State Legislature and the receipt of state and/or federal funds. If the funds anticipated for the continuing fulfillment of the agreement are, at any time, not forthcoming or insufficient, either through the failure of the federal government to provide funds or of the State of Mississippi to appropriate funds or the discontinuance or material alteration of the program under which funds were provided or if funds are not otherwise available to MDHS, MDHS shall have the right upon ten (10) working days written notice to the Contractor, to terminate this agreement without damage, penalty, cost or expenses to MDHS of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination.

10.9 Procurement Regulations

10.9.1 The Contract shall be governed by the applicable provisions of the Personal Service Contract Review Board Regulations, a copy of which is available at 210 East Capitol Street, Suite 800, Jackson, MS, for inspection, or downloadable at www.mspb.ms.gov.

10.10 Compliance with Laws

10.10.1 The Contractor understands that MDHS is an equal opportunity employer and therefore, maintains a policy which prohibits unlawful discrimination based on race, color, creed, sex, age, national origin, physical handicap, disability, genetic information, or any other consideration made unlawful by federal, State, or local laws. All such discrimination is unlawful and the Contractor agrees during the term of the agreement that the contractor will strictly adhere to this policy in its employment practices and provision of services. The Contractor shall comply with, and all activities under this agreement shall be subject to, all applicable federal, State of Mississippi, and local laws and regulations, as now existing and as may be amended or modified.

10.11 Stop Work Order

10.11.1 Order to Stop Work: The procurement officer, may, by written order to the Contractor at any time, and without notice to any surety, require the Contractor to stop all or any part of the work called for by this Contract. This order shall be for a specified period not exceeding 90 days after the order is delivered to the Contractor, unless the parties agree to any further period. Any such order shall be identified specifically as a stop work order issued pursuant to this clause. Upon receipt of such an order, the Contractor shall forthwith comply with its terms and take all reasonable steps to minimize the occurrence of costs allocable to the work covered by the order during the

period of work stoppage. Before the stop work order expires, or within any further period to which the parties shall have agreed, the procurement officer shall either:

- 1) cancel the stop work order; or,
- 2) terminate the work covered by such order as provided in the Termination for Default Clause or the Termination for Convenience Clause of this contract.

10.11.2 Cancellation or Expiration of the Order: If a stop work order issued under this clause is canceled at any time during the period specified in the order, or if the period of the order or any extension thereof expires, the contractor shall have the right to resume work. An appropriate adjustment shall be made in the delivery schedule or contractor price, or both, and the contract shall be modified in writing accordingly, if:

- 1) the stop work order results in an increase in the time required for, or in the contractor's properly allocable to, the performance of any part of this contract; and,
- 2) the Contractor asserts a claim for such an adjustment within 30 days after the end of the period of work stoppage; provided that, if the procurement officer decides that the facts justify such action, any such claim asserted may be received and acted upon at any time prior to final payment under this contract.

10.11.3 Termination of Stopped Work: If a stop work order is not canceled and the work covered by such order is terminated for default or convenience, the reasonable costs resulting from the stop work order shall be allowed by adjustment or otherwise.

10.11.4 Adjustments of Price: Any adjustment in contract price made pursuant to this clause shall be determined in accordance with the Price Adjustment clause of this contract.

10.12 Representation Regarding Contingent Fees

10.12.1 The Contractor represents that it has not retained a person to solicit or secure a State contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except as disclosed in the Contractor's proposal.

10.13 Representation Regarding Gratuities

10.13.1 The proposer, offeror, or Contractor represents that it has not violated, is not violating, and promises that it will not violate the prohibition against gratuities set forth

in Section 6-204 (Gratuities) of the Mississippi Personal Service Contract Rules and Regulations.

10.14 Acknowledgment of Amendments

10.14.1 Proposers shall acknowledge receipt of any amendment to the solicitation by signing and returning the amendment with the proposal, by identifying the amendment number and date in the space provided for this purpose on the proposal form, or by letter. The acknowledgment must be received by MDHS by the time and at the place specified for receipt of proposals.

10.15 Certification of Independent Price Determination

10.15.1 The proposer certifies that the prices submitted in response to the solicitation have been arrived at independently and without, for the purpose of restricting competition, any consultation, communication, or agreement with any other proposer or competitor relating to those prices, the intention to submit a proposal, or the methods or factors used to calculate the prices proposed.

10.16 E-Payment

10.16.1 Contractor agrees to accept all payments in United States currency via the State of Mississippi's electronic payment and remittance vehicle. MDHS agrees to make payment in accordance with Mississippi law on "Timely Payments for Purchases by Public Bodies," Mississippi Code Annotated §31-7-301, which generally provides for payment of undisputed amounts by the agency within forty-five (45) days of receipt of invoice.

10.17 E-Verification

10.17.1 Contractor represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act, Mississippi Code Annotated §§71-11-1 and 71-11-3, and will register and participate in the status verification system for all newly hired employees. The term "employee" as used herein means any person that is hired to perform work within the State of Mississippi. As used herein, "status verification system" means the legal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. Contractor agrees to maintain records of such

compliance and, upon request of the State, to provide a copy of each such verification to the State. Contractor further represents and warrants that any person assigned to perform services hereafter meets the employment eligibility requirements of all immigration laws of these warranties, the breach of which may subject Contractor to the following:

- 1) termination of this Agreement and ineligibility for any state or public contract in Mississippi for up to three (3) years with notice of such cancellation/termination being made public;
- 2) the loss of any license, permit, certification or other document granted to Contractor by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year; or,
- 3) both--in the event of such termination/cancellation, Contractor would also be liable for any additional costs incurred by the State due to Contract cancellation or loss of license or permit.

10.18 Transparency

10.18.1 This Contract, including any accompanying exhibits, attachments, and appendices, is subject to the "Mississippi Public Records Act of 1983," codified as Section 25-61-1 et seq., Mississippi Code Annotated and exceptions found in Section 79-23-1 of the Mississippi Code Annotated (1972, as amended). In addition, this Contract is subject to the provisions of the Mississippi Accountability and Transparency Act of 2008 (MATA), codified as Section 31-7-13 of the Mississippi Code Annotated (1972, as amended). Unless exempted from disclosure due to a court-issued protective order, this Contract is required to be posted to the Department of Finance and Administration's independent agency contract website for public access. Prior to posting the contract to the website, any information identified by the Contractor as trade secrets, or other proprietary information including confidential vendor information, or any other information which is required confidential by state or federal law or outside the applicable freedom of information statutes will be redacted.

10.19 Paymode

10.19.1 Payments by state agencies using the MAGIC shall be made and remittance information provided electronically as directed by the State. These payments shall be deposited into the bank account of the Contractor's choice. The State may, at its sole

discretion, require the Contractor to submit invoices and supporting documentation electronically at any time during the term of this Agreement. Contractor understands and agrees that the State is exempt from the payment of taxes. All payments shall be in United States currency.

10.20 Indemnification

10.20.1 To the fullest extent allowed by law, the Contractor shall indemnify, defend, save and hold harmless, protect, and exonerate MDHS, its commissioners, board members, officers, employees, agents, and representatives, and the State of Mississippi from and against all claims, demands, liabilities, suits, actions, damages, losses, and costs of every kind and nature whatsoever including, without limitation, court costs, investigative fees and expenses, and attorney's fees, arising out of or caused by the contractor and/or its partners, principals, agents, employees and/or subcontractors in the performance of or failure to perform this agreement. In the State's sole discretion, the contractor may be allowed to control the defense of any such claim, suit, etc. In the event the contractor defends said claim, suit, etc., the contractor shall use legal counsel acceptable to the State. The contractor shall be solely responsible for all costs and/or expenses associated with such defense, and the State shall be entitled to participate in said defense. The contractor shall not settle any claim, suit, etc. without the State's concurrence, which the State shall not unreasonably withhold.

10.21 Insurance

10.21.1 Contractor represents that it will maintain workers' compensation insurance which shall inure to the benefit of all Contractor's personnel performing services under this Contract, comprehensive general liability insurance, and employee fidelity bond insurance. Contractor will furnish MDHS a certificate of insurance providing the aforesaid coverage, prior to the commencement of performance under this Agreement.

Exhibit A

PROPOSAL EXCEPTION SUMMARY FORM

List and clearly explain any exceptions, for all RFP Sections and Exhibits, in the table below.

RFP Reference	Vendor Proposal Reference	Brief Explanation of Exception	MDHS Acceptance (sign here only if accepted)
(Reference specific outline point to which exception is taken)	(Page, section, items in Vendor's proposal where exception is explained)	(Short description of exception being made)	
1			
2			
3			
4			
5			
6			
7			

Exhibit B

STATE OF MISSISSIPPI MISSISSIPPI DEPARTMENT OF HUMAN SERVICES CONTRACT FOR PERSONAL OR PROFESSIONAL SERVICES

1.Parties. This Contract is made and entered into by and between the Division of Field Operations, Mississippi Department of Human Services, hereinafter referred to as "MDHS," and _____, hereinafter referred to as "Independent Contractor."

2.Purpose. MDHS hereby engages the Independent Contractor and the Independent Contractor hereby agrees to render certain professional services described in Paragraph 3, "Scope of Services."

3.Scope of Services. The Independent Contractor shall perform and render the following services:

4.Period of Performance. The period of performance of services under this Contract shall begin on January 1, 2016 and end on December 31, 2018. MDHS shall have the option to renew this Contract at one (1) year intervals for years at the same terms and conditions. These one (1) year options to this contract shall end on December 31, 2020.

5.Consideration and Method of Payment.

A. As consideration of all services and performances under this Contract, Independent Contractor shall be paid a fee not to exceed (_____). It is expressly understood and agreed that in no event will the total compensation paid hereunder exceed the specified amount of (_____).

B. The Independent Contractor will bill MDHS for its services on a monthly basis. Following the satisfactory completion, as determined by MDHS, of its (daily weekly, bimonthly, monthly, etc.) services, the State requires the Independent Contractor to submit invoices electronically throughout the term of the agreement. Invoices shall be submitted to MDHS using the processes and procedures identified by the State. The appropriate documentation shall be submitted on the last working day of the month, with the final invoice to be submitted within five (5) working days after the contract ending date.

Payments by state agencies using the MAGIC system shall be made and remittance information provided electronically as directed by the State. These payments shall be deposited into the bank account of the Independent Contractor's choice. The State may, at its sole discretion, require the Independent Contractor to submit invoices and supporting

documentation electronically, at any time, during the term of this Agreement Independent Contractor understands and agrees that the State is exempt from the payment of taxes. All payments shall be in United States currency.

Independent contractor agrees to accept all payments in United States currency via the State of Mississippi's electronic payment and remittance vehicle. MDHS agrees to make payment in accordance with Mississippi law on "Timely Payments for Purchases by Public Bodies," Mississippi Code Annotated 31-7-301, et Seq., which generally provides for payment of undisputed amounts by MDHS within forty-five (45) days of receipt of invoice.

6.Relationship of Parties.

A. It is expressly understood and agreed that MDHS enters into this Contract with Independent Contractor on a purchase of service basis and not on an employer-employee relationship basis. Nothing contained herein shall be deemed or construed by MDHS, the Independent Contractor, or any third party as creating the relationship of principal and agent, partners, joint venturers, or any similar such relationship between MDHS and the Independent Contractor. Neither the method of computation of fees or other charges, nor any other provision contained herein, nor any acts of MDHS or the Independent Contractor hereunder, creates or shall be deemed to create a relationship other than the independent relationship of MDHS and the Independent Contractor.

B. Independent Contractor represents that it has, or will secure, at its own expense, applicable personnel who shall be qualified to perform the duty required to be performed under this Contract.

C. Any person assigned by Independent Contractor to perform the services hereunder shall be the employee of Independent Contractor, who shall have the sole right to hire and discharge its employee. MDHS may, however, direct Independent Contractor to replace any of its employees under this Contract. If Independent Contractor is notified within the first eight (8) hours of assignment that the person is unsatisfactory, Independent Contractor will not charge MDHS for those hours.

D. It is further understood that the consideration expressed herein constitutes full and complete compensation for all services and performances hereunder, and that any sum due and payable to Independent Contractor shall be paid as a gross sum with no withholdings or deductions being made by MDHS for any purpose from said Contract sum.

E. Independent Contractor shall pay when due all salaries and wages of its employees, and it accepts exclusive responsibility for the payment of Federal Income Tax, State Income Tax, Social Security, Unemployment Compensation and any other withholdings that may be required.

7.Termination for Cause. If, through any cause, Independent Contractor fails to fulfill in a timely and proper manner, as determined by MDHS, its obligations under this Contract, or if Independent Contractor shall violate any of the covenants, agreements, or stipulations of this Contract, MDHS shall thereupon have the right to terminate the Contract by giving written notice to Independent Contractor of such termination and specifying the effective date thereof at least five (5) days before the effective date of such termination. In the event of such termination, Independent Contractor shall be entitled to receive just and equitable compensation for satisfactory work completed on services or documents or materials collected and/or prepared by Independent Contractor in connection with this Contract. Such compensation shall be based upon the fees set forth in Paragraph 5, but, in no case, shall said compensation exceed the total Contract price.

Notwithstanding the above, Independent Contractor shall not be relieved of liability to MDHS for damages sustained by MDHS by virtue of any breach of this Contract by Independent Contractor, and MDHS may withhold any payments to Independent Contractor for the purpose of set off until such time as the exact damages due to MDHS from Independent Contractor are determined.

8.Termination for Convenience of MDHS. MDHS may terminate this Contract at any time by giving written notice to Independent Contractor of such termination and specifying the effective date thereof at least five (5) days before the effective date of such termination. Independent Contractor shall be paid an amount which bears the same ratio to the total compensation as the services actually and satisfactorily performed bear to the total services of Independent Contractor covered by the Contract, less payments of compensation previously made.

9.Ownership of Documents and Work Products. All data collected by Independent Contractor and all documents, notes, programs, data bases (and all applications thereof), files, reports, studies, and/or other material collected and prepared by Independent Contractor in connection with this Contract shall be the property of MDHS upon completion of this Contract or upon termination of this Contract. MDHS hereby reserves all rights to the data base and all applications thereof and to any and all information and/or materials prepared under this Contract. The Independent Contractor is prohibited from use of the above described information and/or materials without the express written approval of MDHS.

10.Record Retention and Access to Records. Independent Contractor shall maintain, and make available to MDHS, any State agency authorized to audit MDHS, the federal grantor agency, the Comptroller General of the United States or any of their duly authorized representatives, financial records, supporting documents, statistical records, and all other records pertinent to the services performed under this Contract. These records shall be maintained for at least three (3) years; however, if any litigation or other legal action, by or on behalf of the state or federal government has begun that is not completed at the end of the three-year period, or if audit finding, litigation, or other legal action has not been resolved at the end of the three-year period, the records shall be retained until resolution.

11.Modification or Amendment. Modifications, changes, or amendments to this Contract may be made upon mutual agreement of the parties hereto. However, any change, supplement, modification, or amendment of any term, provision, or condition of this Contract must be in writing and signed by both parties hereto.

12.Assignments and Subcontracts. Independent Contractor shall not assign, sublet, or otherwise transfer the obligations incurred on its part pursuant to the terms of this Contract without the prior written consent of MDHS. Any attempted assignment or transfer of its obligation without such consent shall be wholly void.

13.Waiver. Failure of either party hereto to insist upon strict compliance with any of the terms, covenants, and conditions hereof shall not be deemed a waiver or relinquishment of any similar right or power hereunder at any subsequent time or of any other provision hereof, nor shall it be construed to be a modification of the terms of this Contract.

14.Availability of Funds. It is expressly understood and agreed that the obligation of MDHS to proceed under this Contract is conditioned upon the availability of funds, the appropriation of funds by the Mississippi Legislature, and the receipt of state and/or federal funds. If, at any time, the funds anticipated for the fulfillment of this Contract are not forthcoming or are insufficient, either through the failure of the federal government to provide funds or of the State of Mississippi to appropriate funds or the discontinuance or material alteration of the program under which funds were provided, or if funds are not otherwise available to MDHS for the performance of this Contract, MDHS shall have the right, upon written notice to Independent Contractor, to immediately terminate this Contract without damage, penalty, cost, or expense to MDHS of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination.

15.Price Adjustment.

A. Price Adjustment Methods. The Contract price may be changed only by written agreement of the parties. The value of any work covered by any claim for increase or decrease in the Contract Price shall be determined by one or more of the following methods:

- (1) Unit prices, if any, previously approved by the parties and specified in this Contract; or
- (2) MDHS may, at any time by written order, make changes in the specifications within the general scope of this Agreement. If any such change causes an increase in the amount due under this Contract or in the time required for performance under this Agreement and if MDHS decides that the change justifies an adjustment to the Contract, an equitable adjustment in the Contract may be made by written modification of this Agreement.

No charge for any extra work or material will be allowed unless the same has been provided for by written amendment to this Contract signed by both parties.

B. Submission of Cost Pricing Data. The Independent Contractor shall provide cost or pricing data for any price adjustments subject to the provisions of Section 3-403 (Cost or Pricing Data) of the Mississippi Personal Service Contract Procurement Regulations.

16.Indemnification. MDHS shall, at no time, be legally responsible for any negligence or wrongdoing by the Independent Contractor and/or its employees, servants, agents, contractors, and/or subcontractors. Independent Contractor agrees to indemnify, defend, save and hold harmless MDHS from and against all claims, demands, liabilities, suits, damages, and costs of every kind and nature whatsoever, including court costs and attorney's fees, arising out of or caused by Independent Contractor and its employees, agents, contractors, and/or subcontractors in the performance of this Contract.

17.Insurance. Independent Contractor represents that it will maintain workers' compensation insurance which shall inure to the benefit of all Independent Contractor's personnel performing services under this Contract, comprehensive general liability insurance and employee fidelity bond insurance. Independent Contractor will furnish MDHS a certificate of insurance providing the aforesaid coverage, prior to the commencement of performance under this Agreement.

18.Applicable Law. The contract shall be governed by and construed in accordance with the laws of the State of Mississippi, excluding its conflicts of laws provisions, and any litigation with respect thereto shall be brought in the courts of the state. The Independent Contractor shall comply with applicable federal, state and local laws and regulations.

19.Representation Regarding Contingent Fees. The Independent Contractor represents that it has not retained a person to solicit or secure a State contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except as disclosed in the Independent Contractor's bid, proposal, or herein.

20.Certification of Independent Price Determination. The bidder certifies that the prices submitted in response to the solicitation have been arrived at independently and without, for

the purpose of restricting competition, any consultation, communication, or agreement with any other bidder or competitor relating to those prices, the intention to submit a bid, or the methods or factors used to calculate the prices bid.

21.Representation Regarding Gratuities. The Independent Contractor represents that neither it nor any officer, employee, agent, subcontractor or other representative of the Independent Contractor has violated, or is violating, and promises that it will not violate the prohibition against gratuities set forth in Section 6-204 (Gratuities) of the Mississippi Personal Service Contract Procurement Regulations.

22.Procurement Regulations. The Contract shall be governed by the applicable provisions of the Personal Service Contract Review Board Regulations, a copy of which is available for inspection at 210 East Capitol Street, Suite 800, Jackson, Mississippi 39201, or downloadable at www.mspsb.ms.gov.

23.Severability. If any term or provision of this Contract is prohibited by the laws of the State of Mississippi or declared invalid or void by a court of competent jurisdiction, the remainder of this Contract shall not be affected thereby and each term and provision of this Contract shall be valid and enforceable to the fullest extent permitted by law.

24.Stop Work Order.

A. Order to Stop Work. The Division of Field Operations, may, by written order to the Independent Contractor at any time, and without notice to any surety, require the Independent Contractor to stop all or any part of the work called for by this Contract. This order shall be for a specified period not exceeding 90 days after the order is delivered to the Independent Contractor, unless the parties agree to any further period. Any such order shall be identified specifically as a stop work order issued pursuant to this clause. Upon receipt of such an order, the Independent Contractor shall forthwith comply with its terms and take all steps to minimize the occurrence of costs allocable to the work covered by the order during the period of work stoppage. Before the stop work order expires, or within any further period to which the parties shall have agreed, the Division of Field Operations shall either:

- (1) cancel the stop work order; or
- (2) terminate the work covered by such order as provided in the "Termination for Cause" clause or the "Termination for Convenience" clause of this Contract.

B. Cancellation or Expiration of the Order. If a stop work order issued under this clause is canceled at any time during the period specified in the order, or if the period of the order or any extension thereof expires, the Independent Contractor shall have the right to resume work. An appropriate adjustment may be made in the delivery schedule or Independent Contractor's price, or both. If the stop work order results in an increase in the time required for, or in the Independent Contractor's cost properly allocable to, the performance of any part of this Contract and the Independent Contractor asserts a claim for such an adjustment within 30 days after the end of the period of work stoppage, an equitable adjustment in the Contract may be made by written modification of this Contract. If MDHS decides that the need justifies the requested adjustment, a modification will be made as provided by Section 11, Modification or Amendment, of this Contract.

C. Termination of Stopped Work. If a stop work order is not canceled and the work covered by such order is terminated for cause or convenience, the Independent Contractor may be paid the agreed upon price for any completed deliverable or service not previously tendered to MDHS, provided that MDHS accepts any such deliverable or service; or Independent Contractor may be paid an amount which bears the same ratio to the total compensation as the services actually and satisfactorily performed bear to the total services of Independent Contractor covered by the Contract, less payments of compensation previously made.

D. Adjustment of Price. Any adjustment in Contract price made pursuant to this clause shall be determined in accordance with the Price Adjustment clause of this Contract.

25.Disputes. Any dispute concerning a question of fact under this Contract which is not disposed of by agreement shall be decided by the Director of the Division of Field Operations. This decision shall be reduced to writing and a copy thereof mailed or furnished to the Independent Contractor and shall be final and conclusive, unless within thirty (30) days from the date of the decision, Independent Contractor mails or furnishes to the Executive Director of MDHS a written request for review. Pending final decision of the Executive Director of a dispute hereunder, the Independent Contractor shall proceed in accordance with the decision of the Director of the Division of Field Operations.

In a review before the Executive Director or designee, the Independent Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position on the question and decision under review. The decision of the Executive Director on the review shall be final and conclusive unless determined by a court of competent jurisdiction in Hinds County, State of Mississippi, to have been fraudulent, capricious, so grossly erroneous as necessarily to imply bad faith, or not supported by substantial evidence.

26.Compliance with Laws. The Independent Contractor understands that the State is an equal opportunity employer and therefore maintains a policy which prohibits unlawful discrimination based on race, color, creed, sex, age, national origin, physical handicap, disability, genetic information, or any other consideration made unlawful by federal, State, or local laws. All such discrimination is unlawful and the Independent Contractor agrees during the term of the agreement that the independent Contractor will strictly adhere to this policy in its employment

practices and provision of services. The Independent Contractor shall comply with, and all activities under this agreement shall be subject to, all applicable federal, State of Mississippi, and local laws and regulations, as now existing and as may be amended or modified.

27. Confidentiality. Independent Contractor shall treat all State data and information to which it has access under this Contract as confidential information to the extent that confidential treatment of same is required under federal and state law and shall not disclose same to a third party without specific written consent of the State. In the event that Independent Contractor receives notice that a third party requests divulgence of confidential or otherwise protected information and/or has served upon it a subpoena or other validly issued administrative or judicial process ordering divulgence of confidential or otherwise protected information, Independent Contractor shall promptly inform the State and thereafter respond in conformity with such subpoena as required by applicable state and/or federal law, rules, and regulations. The provision herein shall survive termination of the Contract for any reason and shall continue in full force and effect and shall be binding upon the Independent Contractor and its agents, employees, successors, assigns, subcontractors, or any party claiming an interest in the Contract on behalf of, or under, the rights of the Independent Contractor following any termination.

28.E-Verify. Independent Contractor represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act, Mississippi Code Annotated 71-11-1 and 71-11-3, and will register and participate in the status verification system for all newly hired employees. The term "employee" as used herein means any person that is hired to perform work within the State of Mississippi. As used herein, status verification system" means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. Independent Contractor agrees to maintain records of such compliance and, upon request of the State, to provide a copy of each such verification to the State. Independent Contractor further represents and warrants that any person assigned to perform services hereunder meets the employment eligibility requirements of all immigration laws of the State of Mississippi. Independent Contractor understands and agrees that any breach of these warranties may subject Independent Contractor to the following: (a) termination of this Agreement and ineligibility for any state or public contract in Mississippi for up to three (3) years, with notice of such cancellation/termination being made public, or (b) the loss of any license permit, certification or other document granted to Independent Contractor by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year, or both. In the event of such termination/cancellation, Independent Contractor would also be liable for any additional costs incurred by the State due to contract cancellation or loss of "license or permit."

29. Special Terms and Conditions. It is agreed and understood by each party to this Contract that there are no special terms and conditions.

Entire Agreement. It is understood and agreed that this Contract and the documents listed below constitute the entire understanding of the parties with respect to the subject matter contained herein and supersede and replace any and all prior negotiations, understandings and agreements, written or oral, between the parties relating thereto. The entire agreement made by and between the parties hereto shall consist of, and precedence is hereby established by the order of, the following documents incorporated herein:

1. This Contract signed by the parties herein and any Exhibits attached hereto;
2. The Request for Proposals and the Written Clarifications or Answers provided by MDHS, dated (Note. if applicable.)

The documents are complementary, and what is required by one shall be binding as if required by all. A higher document shall supersede a lower order document to the extent necessary to resolve any conflict or inconsistency arising under the various provisions thereof; provided, however, that in no event an issue is addressed in one of the above-mentioned documents but is not addressed in another of such documents, no conflict or inconsistency shall be deemed to occur by reason thereof. The documents listed above are shown in descending order or priority, that is, the highest document begins with the first listed document ("1. ") and the lowest document is listed last ("3. ").

31.Transparency. This contract, including any accompanying exhibits, attachments, and appendices, is subject to the "Mississippi Public Records Act of 1983", codified as section 2561-1 et seq., Mississippi Code Annotated and exceptions found in Section 79-23-1 of the Mississippi Code Annotated (1972, as amended). In addition, this contract is subject to the provisions of the Mississippi Accountability and Transparency Act of 2008 (MATA) codified as Section 31-7-13 of the Mississippi Code Annotated (1972, as amended). Unless exempted from disclosure due to a court-issued protective order, this contract is required to be posted to the Department of Finance and Administration's independent agency contract website for public access. Prior to posting the contract to the website, any information identified by the Independent Contractor as trade secrets, or other proprietary information including confidential vendor information, or any other information which is required confidential by state or federal law or outside the applicable freedom of information statutes will be redacted.

32.Notice. Any notice required or permitted to be given under this Contract shall be in writing and sent by United States Certified Mail, Returned Receipt Requested to the party to whom the notice should be given at the address set forth below:

MDHS:

Richard A. Berry, Executive Director
Mississippi Department of
Human Services P.O. Box 352
Jackson, Mississippi 39202

Signature: _____

(Contractor)

Name: _____

Address: _____

Signature: _____

Exhibit C

**PROSPECTIVE CONTRACTOR'S REPRESENTATION REGARDING CONTINGENT
FEES**

_____ represents that it has/ has not (please circle the appropriate answer)
retained any person or agency on a percentage, commission, or other contingent arrangement to
secure this contract.

Signature of Contract Person for Contractor Title

Date